



The Regular Meeting of the West Valley City Council will be held on Tuesday, May 3, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 28, 2016 at 10:00 AM

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Ron Bigelow
4. Special Recognitions
5. Approval of Minutes:
  - A. April 19, 2016
6. Awards, Ceremonies and Proclamations:
  - A. Employee of the Month Award, May 2016- Merari Lopez, Legal Department
7. Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the*

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

*comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)*

- A. Public Comments
  - B. City Manager Comments
  - C. City Council Comments
8. Resolutions:
- A. 16-65: Authorize Amending the Contract with Taser International for Participation in Taser's Officer Safety Plan to Provide Unlimited Storage Capacity for All Digital Data and Evidence as well as the Purchase of 190 Tasers at a Discounted Price
  - B. 16-66: Approve an Interlocal Contract for Cooperative Purchasing Between West Valley City and Houston-Galveston Area Council
  - C. 16-67: Authorize the City to Enter into a Reimbursement Agreement with RAR Investments, LLC for Storm Drain Improvements at Approximately 7114 West SR-201 North Frontage Road
  - D. 16-68: Authorize the Execution and Recording of a Delay Agreement between West Valley City and RAR Investments, LLC for Property Located at Approximately 7114 West SR-201 North Frontage Road
9. Consent Agenda:
- A. Reso. 16-69: Authorize the City to Accept a Warranty Deed, Storm Drain Easement, and an Ingress, Egress, and Access Easement with Boyd Enterprises

Utah, LLC From and Across Properties Located at 2242 South and 2195 South Presidents Drive (15-20-101-024 and 15-20-102-002)

- B. Reso. 16-70: Authorize the City to Accept a Grant of Temporary Construction Easement from Aklesh Kumar for Property Located at 3015 West Lehman Avenue (15-33-105-012)
  - C. Reso. 16-71: Authorize the City to Accept a Grant of Temporary Construction Easement from Phillip W. Lucas for Property Located at 3040 West Lehman Avenue (15-33-104-010)
- 10. New Business:
    - A. City Manager Submit FY 2016-2017 Proposed Budget
  - 11. Motion for Executive Session
  - 12. Adjourn

## **MINUTES OF COUNCIL REGULAR MEETING – APRIL 19, 2016**

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, APRIL 19, 2016, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor  
Don Christensen, Councilmember At-Large  
Lars Nordfelt, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Steve Buhler, Councilmember District 2  
Karen Lang, Councilmember District 3  
Steve Vincent, Councilmember District 4

STAFF PRESENT:

Paul Isaac, Acting City Manager  
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/CED Director  
Eric Bunderson, City Attorney  
Jim Welch, Finance Director  
Lee Russo, Police Chief  
John Evans, Fire Chief  
Layne Morris, CPD Director  
Russell Willardson, Public Works Director  
Kevin Astill, Parks and Recreation Director  
Jake Arslanian, Public Works Department  
Steve Pastorik, CED Department  
Jody Knapp, CED Department  
Brock Anderson, CED Department

### **OPENING CEREMONY**

The Opening Ceremony was conducted by Don Christensen who asked members of the City Council, City staff, and the audience to rise and recite the Pledge of Allegiance.

### **SPECIAL RECOGNITIONS**

Mayor Bigelow welcomed Scout Troop No. 177 in attendance to complete requirements for the Citizenship in the Community merit badge.



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Mayor Bigelow recognized State Senator Daniel Thatcher and State Senator Karen Mayne.

### **APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 5, 2016**

The Council read and considered Minutes of the Regular Meeting held April 5, 2016. There were no changes, corrections or deletions.

Councilmember Vincent moved to approve the Minutes of the Regular Meeting held April 5, 2016. Councilmember Lang seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

### **PROCLAMATION RECOGNIZING APRIL 2016 AS CHILD ABUSE PREVENTION MONTH IN WEST VALLEY CITY**

Mayor Bigelow read a Proclamation recognizing April 2016 as Child Abuse Prevention Month in West Valley City.

### **COMMENT PERIOD**

Upon inquiry by Mayor Bigelow the following individuals addressed the City Council during the comment period:

#### **A. PUBLIC COMMENTS**

Bonnie Peters, representing The Family Support Center, addressed the City Council. Ms. Peters stated The Family Support Center offered many services including crisis nursery care, mental health assistance, in home parenting lessons, daycares, and self-sufficiency programs. She indicated child abuse was a huge concern nationwide and there were 3,500 reported cases in Salt Lake County last year, with 730 of those being in West Valley City. She expressed gratitude for the time West Valley City had spent in prevention and stated she was thankful for the pinwheels being planted outside of City Hall to represent child abuse victims.

Senator Daniel Thatcher, 6352 City Vistas Way, addressed the City Council and stated the leading cause of death for Utah children between the ages of 10 and 17 was suicide. He stated firefighters, EMT's and law enforcement personnel dealt with those cases daily and could attest to the fact that more could be done to prevent those tragedies. The Senator stated UNI provided many resources to help the community including a crisis line that provided services to people in need. He also indicated there was a new app called "SafeUT" that allowed residents in the State of Utah to be connected to a licensed representative who could assist anyone needing help with the click of a button. He explained this would be taught and encouraged to students in schools throughout the State of Utah.

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Senator Karen Mayne, 8044 Bannock Circle, addressed the City Council. Senator Mayne stated she had acquired \$200,000 in funds to assist in a sidewalk project in West Valley City. She also stated she had been able to pass several bills at the recent Legislative Session including requiring water districts to notify residents of their responsibility for lateral leaks in water lines, heavy equipment regulations initiated by Wheeler, postal workers becoming first responders in national or state emergencies, and making audiences aware of being recorded during judicial proceedings.

Mike Rigdon, 4940 West Laredo Way, addressed the City Council and expressed concern with City Hall being open only four days a week. He advised of his upset that City Hall had been closed early the day before Thanksgiving with no notification or warning to residents. He indicated he felt City Hall should be open Monday through Friday for eight hours a day so that residents could be helped any time they required assistance. He expressed concern about the phone tree system within the city and the difficulty in reaching the appropriate department for various issues. He stated zoning laws in the city needed to be evaluated and multiple families should not be permitted to live in single-family homes. He expressed embarrassment of the appearance of trailer parks in the city and indicated he did not like West Valley City and he wished he could once more be part of Hunter.

Robert Erickson, 2559 S Derby Street, addressed the City Council. Mr. Erickson expressed concern about fire hazards at a complex around 1300 West Crystal Avenue. He stated if a fire occurred students at the nearby school and residents living in the area would be greatly impacted. Mr. Erickson discussed the health risks associated with these types of hazards and the devastation that would occur to the neighborhood if a fire occurred. He also indicated there were many chicken coops that presented a fire concern throughout the Chesterfield area.

### **B. CITY MANAGER COMMENTS**

Acting City Manager, Paul Isaac, thanked those who participated in the comment period. He advised that City staff would contact Mr. Rigdon and Mr. Erickson regarding their concerns.

Mr. Isaac expressed appreciation to Senator Thatcher and Senator Mayne for updating the City on their achievements and for their work on behalf of the City and its residents. He also indicated the City had a longstanding relationship with UNI and the SafeUT app would be a great benefit to employees as well.

### **C. CITY COUNCIL COMMENTS**

Councilmember Christensen thanked Senator Thatcher and Senator Mayne. He expressed agreement with the importance of the efforts needed and the efforts

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being made to help children with mental health issues and suicide awareness and prevention.

He also stated he understood Mr. Rigdon's concerns with the phone tree and encouraged staff to look into resolving issues related to this.

Mayor Bigelow expressed appreciation to Bonnie Peterson and concurred that child abuse was a nationwide problem in our society. He thanked Senator Thatcher for his information regarding the SafeUT app and stressed the importance of citizens knowing help could be given in time of need.

Mayor Bigelow also expressed appreciation to Senator Mayne for her efforts at the Legislature.

### **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-1-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE CHANGE FROM M (MANUFACTURING) TO A-2 (AGRICULTURE, MINIMUM LOT SIZE 2 ACRES) ON PROPERTY LOCATED AT 5200 WEST LAKE PARK BOULEVARD**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled April 19, 2016 in order for the City Council to hear and consider public comments regarding Application Z-1-2016 filed by West Valley City requesting a zone change from M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres) on property located at 5200 West Lake Park Boulevard.

Mayor Bigelow presented proposed Ordinance No. 16-12 related to the proposal to be considered by the City Council subsequent to the public hearing. The City Council had previously received written information as follows:

Surrounding zones included M to the north, west and a portion of the south, RM (Residential, Multi-family) and C-2 (General Commercial) for the remaining south portion and A-2 to the east. Surrounding land uses included Knight Transportation to the north on the other side of the Riter Canal; the Highbury Centre retail development to the west; a medical clinic, apartments and an elementary school to the south, and vacant ground to the east. The subject property had been designated as community use in the West Valley City General Plan.

The property was owned by Granite School District and until recently plans had been to construct a junior high school on the subject property. For this reason the General Plan designation on the property was community use. However, City staff had learned that a school was no longer planned for the site and the School District was now looking to sell the property.

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Given the neighboring residential and commercial uses to the south and west and the future residential to the east, City staff was concerned that many of the allowed uses in the M zone would be inappropriate on the site and not be compatible with the Highbury development. The proposed A-2 zone still allowed for a school; however, it did not allow the industrial uses that would be incompatible with surrounding development.

City staff did not expect A-2 zoning to remain on the property indefinitely. Rezoning the property to A-2 allowed the City to explore development options with the School District without the risk of an incompatible use showing up.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

**ACTION: ORDINANCE NO. 16-12, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5200 WEST LAKE PARK BOULEVARD FROM ZONE M (MANUFACTURING) TO A-2 (AGRICULTURE, MINIMUM LOT SIZE 2 ACRES)**

The City Council previously held a public hearing regarding Application No. Z-1-2016 and proposed Ordinance No. 16-12 that would amend the Zoning Map to show a change of zone for property located at 5200 West Lake Park Boulevard from zone M (Manufacturing) to A-2 (Agriculture, minimum lot size 2 acres).

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Application No. Z-1-2016 and Ordinance No. 16-12, An Ordinance Amending the Zoning Map to Show a Change of Zone for Property Located at 5200 West Lake Park Boulevard from Zone M (Manufacturing) to A-2 (Agriculture, Minimum Lot Size 2 Acres). Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION**

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### **NO. ZT-1-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE TEXT CHANGE TO SECTION 7-6-305 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ALLOW PATIO COVERS TO ENCROACH INTO THE REAR YARD SETBACK**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled April 19, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-1-2016 filed by West Valley City requesting a zone text change to Section 7-6-305 of the West Valley City Municipal Code to allow patio covers to encroach into the rear yard setback.

Mayor Bigelow presented proposed Ordinance No. 16-13 related to the proposal to be considered by the City Council subsequent to the public hearing. The City Council had previously received written information as follows:

A concerned resident had recently approached the City Council about his inability to have an attached patio cover in his back yard due to zoning regulations. As directed, staff researched possible solutions and prepared an ordinance amendment that would provide an exception in rear yard setbacks for attached patio covers.

Currently, a patio cover attached to the back of a home must adhere to rear yard setback regulations at 20 feet. Many homes in the City were built at or close to the rear setback line. In order to have a patio cover at those homes under the current code it had to be detached at least three feet from the dwelling and could not take up more than 25% of the backyard area.

The main point illustrated by the resident was that allowing patio covers to be attached to the home and encroach the rear yard setback rather than detached three feet from the home did not create any more of a negative impact on the subject lot or neighboring lots. The overall effect was virtually the same.

The proposed amendment set forth the guidelines for the encroachment and provided limits for the maximum backyard coverage, consistent with accessory buildings (15%) that required the majority of the back yard to remain open. The minimum setback from the rear property line (5 feet) was a building code regulation and would be required whether the patio cover was detached or attached to the home. The building code also required the structures be finished with all-weather materials.

The second part of the proposed amendment was a reformatting of 7-6-305(6)(a), regulations for accessory buildings in the rear yard. This section was currently written in paragraph form. The text amendment would organize the same content into a numbered list format, consistent with other sections of the code. One item, that was a 10 foot separation requirement for detached structures from dwellings on adjacent lots, would be eliminated as it could prohibit a property owner from putting an accessory building in the

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corner of his property if the adjacent property owner had an attached patio cover five feet from the rear property line per the proposed ordinance amendment.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

**ACTION: ORDINANCE NO. 16-13, AMENDING SECTION 7-6-305 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING PATIO COVERS IN SINGLE FAMILY RESIDENTIAL ZONES**

The City Council previously held a public hearing regarding Application No. ZT-1-2016 and proposed Ordinance No. 16-13 that would amend Section 7-6-305 of the West Valley City Municipal Code to amend provisions governing patio covers in single family residential zones.

Councilmember Vincent stated he struggled with the fact that the City had two separate ordinances for patio covers and whether they were attached or detached. He indicated he also struggled with the ability to potentially close in a structure and wished the Code provided a stronger definition of a patio cover.

Mayor Bigelow concurred with concerns expressed above and recommended City staff look into this further.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Vincent moved to approve Application No. ZT-1-2016 filed by West Valley City and Ordinance No. 16-13, an Ordinance Amending Section 7-6-305 of the West Valley City Municipal Code to Amend Provisions Governing Patio Covers in Single Family Residential Zones. Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION**

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**NO. ZT-2-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE TEXT CHANGE TO SECTION 7-2-133 OF THE WEST VALLEY CITY MUNICIPAL CODE TO LIMIT THE NUMBER OF TENANTS WITHIN ANCHOR BUILDINGS**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled April 19, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-2-2016 filed by West Valley City requesting a zone text change to Section 7-2-133 of the West Valley City Municipal Code to limit the number of tenants within anchor buildings.

Mayor Bigelow presented proposed Ordinance No. 16-14 related to the proposal to be considered by the City Council subsequent to the public hearing. The City Council had previously received written information as follows:

The recommended addition of Section 7-2-133 to the Zoning Ordinance included the following proposed language:

“Any existing retail building that is over 25,000 square feet in area and located within the CC, C-1, C-2, C-3 or M Zone shall be limited to the number of licensed tenants existing within such building as of the effective date of this ordinance plus two additional tenants. Vacant tenant spaces within existing buildings shall be counted toward the number of tenants allowed. Temporary licenses shall not be counted toward the number of tenants allowed. The provisions of this section shall apply to all buildings or portions of buildings meeting the zone and size requirements set forth herein as of the effective date. This section shall apply even if a future subdivision of the property creates a lot or parcel containing a portion of a building smaller than 25,000 square feet.”

The size of 25,000 square feet had been selected based on City staff research that was included with written documentation regarding commercial building sizes. Strip mall-type buildings were all under 25,000 square feet. Uses like typical (non-specialty) grocery stores and discount retailers were all over 25,000 square feet.

Reasons for the proposed ordinance change included the following:

- Anchored retail centers had lower vacancy rates than anchorless centers
- Recent experience showed anchor tenants spent more on building remodels
- Retail anchor buildings were not designed to accommodate multiple tenants
- Loss of anchors could deter economic development efforts

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

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**ACTION: ORDINANCE NO. 16-14, ENACTING SECTION 7-2-133 OF THE WEST VALLEY CITY MUNICIPAL CODE GOVERNING THE MAXIMUM NUMBER OF TENANTS PERMITTED WITHIN ANCHOR BUILDINGS**

The City Council previously held a public hearing regarding Application No. ZT-2-2016 and proposed Ordinance No. 16-14 that would enact Section 7-2-133 of the West Valley City Municipal Code governing the maximum number of tenants permitted within anchor buildings.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Application No. ZT-2-2016 and Ordinance No. 16-14, an Ordinance Enacting Section 7-2-133 of the West Valley City Municipal Code Governing the Maximum Number of Tenants Permitted Within Anchor Buildings. Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-3-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE TEXT CHANGE TO ADD SECTIONS 7-33-101 THROUGH 7-33-103 TO THE WEST VALLEY CITY MUNICIPAL CODE TO DEFINE AND ESTABLISH REGULATIONS FOR TOBACCO ORIENTED BUSINESSES**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled April 19, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-3-2016 filed by West Valley City requesting a zone text change to add Sections 7-33-101 through 7-33-103 to the West Valley City Municipal Code to define and establish regulations for tobacco oriented businesses.

Mayor Bigelow presented proposed Ordinance No. 16-15 related to the proposal to be considered by the City Council subsequent to the public hearing. The City Council had previously received written information as follows:



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The proposed addition and amendments, if adopted, would define tobacco oriented businesses and impose restrictions and disclosure requirements on such businesses.

A challenge for the City and businesses in the current regulations was in the definition of Retail Tobacco Specialty Business. An establishment was a Retail Tobacco Specialty Business if “the sale of tobacco products accounted for more than 35% of the total annual gross receipts for the establishment”. Enforcing this provision from the City’s perspective was difficult if not impossible. Meeting this provision from a business perspective was challenging from an accounting standpoint and because the volume of sales of certain products changed over time.

The proposed ordinance had been prepared to address this issue by setting clear, enforceable standards for businesses selling tobacco products. In drafting these standards, the intent was to leave out typical convenience stores and grocery stores that sold cigarettes and e-cigarettes from the regulations by setting a floor area percentage used for the sale or display of tobacco products at 2%. Staff had contacted Maverik and learned their tobacco display areas represented less than 1% of the store area. Based on field trips to other convenience stores and grocery stores, staff was confident the 2% floor area regulation would not affect typical convenience stores and grocery stores.

The intent in proposing the latest standards was not to impose new regulations on retail tobacco specialty businesses but rather to create a new category of business. In other words, for the purpose of City regulations, a business would either be a Retail Tobacco Specialty Business or a Tobacco Oriented Business, but not both.

The separation requirements for Retail Tobacco Specialty Businesses and Tobacco Oriented Businesses were similar but not exactly the same. Included with documentation were two maps that estimated the locations where Retail Tobacco Specialty Businesses and Tobacco Oriented Businesses would be allowed. Some of the restrictions were difficult to map; hence, these maps were approximate. Individual applications would be reviewed on a case basis and City staff would not rely on these maps.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

### **ACTION: ORDINANCE NO. 16-15, ENACTING CHAPTER 7-33 AND AMENDING SECTION 17-1-105 OF THE WEST VALLEY CITY MUNICIPAL CODE CONCERNING TOBACCO ORIENTED BUSINESSES**

The City Council previously held a public hearing regarding Application No. ZT-3-2016 and proposed Ordinance No. 16-15 that would enact Chapter 7-33 and amend Section 17-1-105 of the West Valley City Municipal Code concerning Tobacco Oriented Businesses.

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Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Christensen moved to approve Application No. ZT-3-2016 filed by West Valley City and Ordinance No. 16-15, an Ordinance Enacting Chapter 7-33 and Amending Section 17-1-105 of the West Valley City Municipal Code Concerning Tobacco Oriented Businesses. Councilmember Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**RESOLUTION NO. 16-62, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR IMPROVEMENTS TO 2400 SOUTH BETWEEN 5600 WEST AND 7200 WEST**

Mayor Bigelow presented proposed Resolution No. 16-62 that would approve an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for improvements to 2400 South between 5600 West and 7200 West.

Written documentation previously provided to the City Council included information as follows:

The proposed agreement would transfer \$2,000,000 from Salt Lake County transportation funds to West Valley City for road improvements to 2400 South from 5600 West to 7200 West.

In 2015, the Utah State Legislature amended Section 7-2-121 of the Utah Code to transfer certain funds from the County of the First Class Highway Projects Fund to the legislative body of Salt Lake County. The County desired to use the County Transportation Funds to further regional development in Salt Lake County for the purposes described in Section 72-2-121.

The City would use the revenue for expenses associated with making road improvements to 2400 South between 7200 West and 5600 West. This road would provide an important

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connection between the Freeport West development and 7200 West, reducing future congestion at the intersection of the SR-201 South Frontage Road and 7200 West. This connection had been recommended in the traffic study required for the Freeport West development.

The subject project would widen Beagley Lane (2590 South) through the Beagley Estates Subdivision. At least one existing home would be purchased.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Resolution No. 16-62, a Resolution Approving an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for Improvements to 2400 South Between 5600 West and 7200 West. Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**RESOLUTION NO. 16-63, AUTHORIZING THE CITY TO ACCEPT A PUBLIC UTILITY EASEMENT AND WATER LINE EASEMENT, AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT (15-33-105-011)**

Mayor Bigelow presented proposed Resolution No. 16-63 that would authorize the City to accept a Public Utility and Water Line Easement and Grant of Temporary Construction Easement.

Written documentation previously provided to the City Council included information as follows:

Robert M. Valenzuela and Juanita L. Valenzuela had signed a Public Utility and Water Line Easement, and a Grant of Temporary Construction Easement for property located at 3027-3029 West Lehman Avenue (15-33-105-011).

The subject parcel was located at 3027-3029 West Lehman Avenue and was one of the

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properties affected by the Fairbourne Station Phase 2 Project. This project would include the construction of 3030 West Street between 3500 South and Lehman Avenue along with reconstruction of a portion of Lehman Avenue. Compensation for purchase of the Public Utility and Water Line Easement, and the Grant of Temporary Construction Easement was \$800.00. As the cost of an appraisal would likely exceed the actual value of the easements being acquired, compensation had been based on a range of rates used by other entities for similar small acquisitions.

Upon inquiry by Mayor Bigelow there were no further questions or concerns from members of the City Council, and he called for a motion.

Councilmember Nordfelt moved to approve Resolution No. 16-63, a Resolution Authorizing the City to Accept a Public Utility Easement, Water Line Easement and a Grant of Temporary Construction Easement (15-33-105-011). Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

**MOTION TO ADJOURN**

Upon motion by Councilmember Christensen all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, APRIL 19, 2016, WAS ADJOURNED AT 7:27 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, April 19, 2016.

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Nichole Camac  
City Recorder

EOM for MAY

Merari Lopez -Victim Advocate -Legal  
Nominated by Maria Belcher

I would like to nominate Merari Lopez. I had a client/victim I was working with that needed clothing for her and her child. My victim had gone through a horrible ordeal that included her child. Both had been left without clothes and very limited clothing had been provided by another agency. I had made arrangements to pick up clothing and diapers for the baby. However, Merari took it upon herself to call SVC and speak to the people she knew. She was able to get them a \$230 voucher to the DI to help with clothes and additional items. Merari knows the importance of being able to go to the store and pick out one item for yourself, verses it being picked out for you. As she explained it to me, "after everything has been taken away, it empowers a person." I am so thankful she did this. She went above and beyond.

**Item:** \_\_\_\_\_

**Fiscal Impact:** \$914,580.00 \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Budget Opening Required:** ☐

**ISSUE:**

The Police Department needs to equip its officers with conducted energy weapons, commonly called Tasers. The Police Department also needs to increase the storage capacity for digital images recorded on officers' body worn cameras. The most economical way to meet both these needs is to participate in Taser's Officer Safety Plan, which will cost \$914,580.00 over the next four years.

**SYNOPSIS:**

Taser is a sole source provider of conducted energy weapons. The Police Department is already under contract with Taser for its body worn cameras and digital data storage, as approved by the Council in Resolution 14-194. Taser would amend our current contract by prorating this new plan into the remaining four years of that contract. So, while the listed total cost of this program is \$914,580.00 over the next four years, the actual cost above our current commitment to Taser would be \$321,336.32 over the next four years.

The cost of this program is as follows:

Year 1	\$126,095.00
Year 2	\$262,728.00
Year 3	\$262,728.00
Year 4	\$262,728.00
Subtotal	\$914,279.00
Shipping	\$ 301.32
<b>Total</b>	<b>\$914,580.32</b>

The Police Department currently uses monies from a rebate on beer taxes the Police Department receives on a yearly basis from the State of Utah to fund the current body worn camera contract with Taser, and would continue to fund that portion of this contract from those monies. We are asking that the additional \$321,336.32 be funded with new monies from the City budget.

Contracting with Taser for their Officer Safety Program would provide the Police Department with unlimited storage capacity for all digital data and evidence. The program would still include replacement of body worn camera equipment with the latest model of our choice at two and half years into the contract and at the end of the five year contract.

The Officer Safety Plan would also include the purchase of 190 Tasers at a heavily discounted price per Taser. This would equip all members of the Police Department, except administrative personnel, with this vital tool. Taser will also buy back all of our current Tasers, further discounting the cost of the contract. The program includes the purchase of ninety (90) Axon Signal Units. These units will be used by uniformed officers and are installed in the officers' vehicle. The unit automatically activates the officer's body worn camera when the police car's red and blue lights are activated or when the officer activates his/her Taser. This is a redundancy feature which will help ensure the officers' cameras are activated in rapidly evolving, high stress situations.

### **BACKGROUND:**

Several years ago Taser International won a copyright infringement lawsuit and became the proprietary vendor for conducted energy weapons. At that time, officers of this Police Department were equipped with a mixture of conducted energy weapons from Taser and another vendor. The lawsuit required that we immediately discontinue use of all but the Taser brand conducted energy weapons. As the Department did not have the money at the time to replace the vendor's weapons, the Department removed Tasers assigned to personnel in our Investigations Section and other specialty units and reallocated all these weapons to our uniformed patrol officers. These weapons are now older and need to be replaced. Investigations and specialty unit personnel also need to be equipped with Tasers. The most cost effective way to do this is through the Taser Officer Safety Program.

The Police Department just completed the first year of the body worn camera program. One of the issues that has arisen during this first year is that our current storage space for digital evidence is not adequate to hold the number of digital videos and images produced by officers, which must be stored for certain time periods according to Utah State Law. The Officer Safety Plan would include unlimited storage of digital data, which would alleviate this issue.

### **RECOMMENDATION:**

It is recommended that the Council approve contracting with Taser for their Officer Safety Plan in order to equip the Police Department with new Tasers and to gain unlimited storage of digital images from our body worn cameras and other digital evidence.

### **SUBMITTED:**

Lee W. Russo, Chief of Police

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AMENDING THE CONTRACT WITH TASER INTERNATIONAL FOR PARTICIPATION IN TASER'S OFFICER SAFETY PLAN, TO PROVIDE UNLIMITED STORAGE CAPACITY FOR ALL DIGITAL DATA AND EVIDENCE, AS WELL AS THE PURCHASE OF 190 TASERS AT A DISCOUNTED PRICE.**

**WHEREAS**, the Police Department needs to increase the storage capacity for digital images recorded on officers' body worn cameras; and

**WHEREAS**, the most economical way to meet data storage needs is to participate in the Taser International (herein "Taser") Officer Safety Plan; and

**WHEREAS**, the Officer Safety Plan would also include the purchase of 190 Tasers at a discounted price; and

**WHEREAS**, the Police Department already has a contract with Taser for body worn cameras and digital data storage, approved by the Council in Resolution 14-194; and

**WHEREAS**, Taser would amend the current contract by prorating this new plan into the remaining four year of the contract, at an additional cost of \$321,336.32; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to authorize amending the contract with Taser to include participation in the Officer Safety Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the Police Department is hereby authorized to amend the contract with Taser International for the Officer Safety Plan, to gain unlimited storage capacity for all digital data and evidence, and the purchase of 190 Tasers; for an additional amount not to exceed \$321,336.32, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said contract amendment, subject to final approval of the documents by the City Manager and the City Attorney's Office.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**



ATTEST:

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CITY RECORDER

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 991-0791



## Anita Schwemmer

(801) 963-3255  
(801) 963-3555

## Quotation

**Quote:** Q-35390-3

**Date:** 3/30/2016 12:16 PM

**Quote Expiration:** 6/30/2016

**Effective Date\*:** 8/1/2016

**Contract Number:** 00004061

**Contract Expiration Date:** 1/14/2020

**AX Account Number:** 209136

### Ship To:

Anita Schwemmer  
West Valley City Police Dept. - UT  
5315 W. 3100 S.  
West Valley City, UT 84120  
US

### Bill To:

West Valley City Police Dept. - UT  
3600 S. Constitution Boulevard  
West Valley City, UT 84119  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Fowers		dfowers@taser.com	Fedex - Ground	Net 30

\*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

Year 1 due Net 30

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
190	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 151.50	USD 28,785.00
7,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
190	22010	PPM, BATTERY PACK, STANDARD, X2/X26P	USD 0.00	USD 0.00
190	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 380.00	USD 72,200.00
90	70112	AXON SIGNAL UNIT	USD 279.00	USD 25,110.00
190	22003	HANDLE, YELLOW, CLASS III, X2	USD 0.00	USD 0.00
190	22014	WARRANTY, 4 YEAR, X2	USD 0.00	USD 0.00
190	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00
Year 1 due Net 30 Discount:				USD 65,265.00
Year 1 due Net 30 Net Amount Due:				USD 126,095.00

Year 2: Due January 2017

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
190	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 225,720.00

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
7,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
6	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
190	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 34,200.00
Year 2: Due January 2017 Discount:				USD 11,400.00
Year 2: Due January 2017 Net Amount Due:				USD 262,728.00

Year 3: Due January 2018

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
190	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 225,720.00
7,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
6	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
190	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 34,200.00
Year 3: Due January 2018 Discount:				USD 11,400.00
Year 3: Due January 2018 Net Amount Due:				USD 262,728.00

Year 4: Due January 2019

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
190	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 225,720.00
7,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
6	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,808.00
180	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
190	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 34,200.00
Year 4: Due January 2019 Discount:				USD 11,400.00
Year 4: Due January 2019 Net Amount Due:				USD 262,728.00

Subtotal	USD 914,279.00
Estimated Shipping & Handling Cost	USD 301.32
Grand Total	USD 914,580.32

The City currently has a five year contract with 190 Ultimate licenses, and wishes to upgrade those licenses to the Officer Safety Plan for the duration of the contract term, effective 8/1/2016. The year 2 payment on the existing contract of \$197,748 was paid on 3/2/2016 and covers the period 1/15/2016-1/14/2017. This quote contains a credit of \$65,265 to upgrade the existing 190 licenses from Ultimate to OSP.

Upon execution, this quote will contain all charges due under the contract, and all licenses will convert to the Officer Safety Plan effective 8/1/2016, ending on 1/14/2020. The 8/1/2016 transition date is an estimate, and the credit of \$65,265 may be subject to change if this transition date is revised.

## **TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (if needed):</b> _____	

Quote: Q-35390-3

Please sign and email to David Fowers at [dfowers@taser.com](mailto:dfowers@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

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**Item:** \_\_\_\_\_  
**Fiscal Impact:** N/A \_\_\_\_\_  
**Funding Source:** \_\_\_\_\_  
**Account #:** \_\_\_\_\_  
**Budget Opening Required:** ☐

**ISSUE:**

A resolution approving the execution of an interlocal agreement between the City and Houston-Galveston Area Council.

**SYNOPSIS:**

This interlocal agreement permits the City to procure necessary goods and services through the Houston-Galveston Area Council cooperative purchasing process.

**BACKGROUND:**

Governmental entities are permitted to affiliate with one another in order to obtain collective pricing and service benefits in the procurement process. The Houston-Galveston Area Council is a significant governmental purchasing cooperative based in Houston, Texas. It is anticipated that the City may be able to obtain more favorable purchase terms on certain goods and services by affiliating with HGAC. Membership is free of charge and may be terminated at any time. The City is not obligated to purchase any items through HGAC or to pay any fees or surcharges on purchases through HGAC.

**RECOMMENDATION:**

Approve the proposed resolution.

**SUBMITTED BY:**

Russ Willardson, Public Works Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN INTERLOCAL  
CONTRACT FOR COOPERATIVE PURCHASING BETWEEN  
WEST VALLEY CITY AND HOUSTON-GALVESTON AREA  
COUNCIL.**

**WHEREAS**, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

**WHEREAS**, West Valley City (the “City”) desires to enter into an interlocal agreement with Houston-Galveston Area Council (“HGAC”) to facilitate cooperative purchasing and procurement services between the City and HGAC; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and HGAC, a copy of which is attached hereto and entitled “Interlocal Contract for Cooperative Purchasing” (hereinafter the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with HGAC;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_

## CITY RECORDER



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)



**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (*local government, agency, or non-profit corporation*)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory Date

***Houston-Galveston Area Council***  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

*\*Denotes required fields*

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to **713-993-2424**. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: \_\_\_\_\_

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Authorized Official: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: \_\_\_\_\_

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Purchasing Agent/Auditor etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: \_\_\_\_\_

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: \_\_\_\_\_

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(EMS Director/Fire Chief etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: \_\_\_\_\_

Ph No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fx No. : ( ) \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**\* denotes required fields**

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$30,450  
**Funding Source:** Storm Water Utility  
**Account #:** 36-7532-40750-00000-0000

**Budget Opening Required:** Yes

**ISSUE:**

West Valley City Reimbursement Agreement – RAR Investments

**SYNOPSIS:**

A reimbursement agreement between West Valley City and RAR Investments, for storm drain improvements associated with the Mountain West Truck Center Project.

**BACKGROUND:**

The development of the Mountain West Truck Center project at 7114 West SR-201 North Frontage Road necessitates the piping of an existing ditch. The ditch conveys water from the south side of SR-201 to the north, and is part of a system that drains a portion of the northwest area of the city. This system is considered to be part of an Intermediate Drainage System Facility which is eligible for reimbursement from the city under Title 18.

Under this agreement, the city would reimburse RAR Investments for the excess capacity required to drain the additional areas through the project. Approximately 700 feet of 24-inch pipe is being installed.

**RECOMMENDATION:**

Execute the Reimbursement Agreement with RAR Investments

**SUBMITTED BY:**

Daniel Johnson, City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO  
A REIMBURSEMENT AGREEMENT WITH RAR  
INVESTMENTS, FOR STORM DRAIN IMPROVEMENTS.**

**WHEREAS**, RAR Investments, (“Developer”), is currently building a project known as Mountain West Truck Center (the “Project”) located at approximately 7114 West SR 201 North Frontage Road in West Valley City; and

**WHEREAS**, Developer has provided certain improvements to the City’s major storm water drainage system in excess of those necessary to provide for adequate drainage for the Project; and

**WHEREAS**, Sections 8-1-111 and 18-5-201 of the West Valley City Municipal Code provide that the City may reimburse a developer for the cost of constructing qualifying improvements to the City’s storm water drainage system, to the extent that those costs exceed the cost that the developer is obligated to expend under City ordinances and State law for storm water drainage improvements; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and Developer to provide for reimbursement to Developer for qualifying storm water drainage improvements. A copy of said agreement is attached hereto and entitled “West Valley City Reimbursement Agreement” (the “Agreement”). This Agreement sets forth the rights, duties, and obligations of each of the parties thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to approve said Agreement;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of West Valley City, Utah, that the Storm Water Drainage Reimbursement Agreement is hereby approved and the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**WEST VALLEY CITY  
REIMBURSEMENT AGREEMENT**

**THIS REIMBURSEMENT AGREEMENT** is entered into this 4<sup>TH</sup> day of FEBRUARY, 2016, by and between West Valley City, a Utah municipal corporation (herein the "City"), and RAR INVESTMENTS, a Utah LLC, (herein the "Developer") (collectively, the "Parties").

**W I T N E S S E T H :**

**WHEREAS**, the Developer is building a project commonly known as the Mountain West Truck Center (herein the "Project"), which is located at approximately 7114 WEST SR-201 N. FRONTAGE in West Valley City, Utah; and

**WHEREAS**, the Developer is providing improvements to the City's storm water drainage system facilities located within and adjacent to the boundaries of the Project; and

**WHEREAS**, the cost of constructing said improvements to the storm water drainage system has exceeded the Developer's storm water drainage obligations for the project as required by City ordinances and State law; and

**WHEREAS**, notwithstanding the fact that the cost of constructing the improvements has exceeded the Developer's storm water drainage impact obligation, the Developer was willing to finance and construct the additional improvements in order to facilitate the development of the Project; and

**WHEREAS**, §8-1-111 and §18-5-201 of the West Valley City Municipal Code provide that, subject to certain terms and conditions, the City will reimburse the Developer for the cost of constructing improvements to the City's storm water drainage system that are included in the Capital Facilities Plan for Drainage Impact Fees, to the extent that those costs exceed the cost the Developer is obligated to expend under City ordinances and State law for storm water drainage improvements for the Project; and

**WHEREAS**, the Parties desire to enter into an agreement (herein the "Agreement") by which the City will reimburse the Developer for certain improvements to the major storm drainage system facilities that are in excess of the Developer's obligations;

**NOW, THEREFORE**, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

**A G R E E M E N T :**

1. **Construction of Improvements.** The Developer hereby acknowledges that the construction of drainage improvements is necessary for the development of the Project, is



lawfully required by the City pursuant to the West Valley City Code and applicable State and federal law, and is a lawful condition precedent to the approval and development of the Project. The Developer further expressly acknowledges that the approval of the Project by the City and the willingness of the City to execute this Agreement are both the result of the Developer's request that the City accommodate the Developer's desire to complete the Project.

2. **Storm Water Drainage System Improvements.** The improvements which are being constructed by the Developer are part of the City's major storm water drainage system, and are in excess of the Developer's storm drainage obligations under law. The improvements are described in Exhibit A to this Agreement, and are referred to as the "Excess Improvements." The reimbursement to the Developer set forth in this Agreement is contingent upon the inspection and acceptance of the Excess Improvements by the City and upon the construction of said Excess Improvements in accordance with the standards of the West Valley City Public Works Department.
3. **Reimbursement.** Pursuant to sections 8-1-111 and 18-5-201 of the West Valley City Municipal Code, the City may reimburse the Developer for the Excess Improvements. The Parties hereby acknowledge and agree that the total reimbursement payable to the Developer shall not exceed Thirty Thousand Four Hundred and Fifty Dollars (\$30,450.00). This sum represents the estimated total cost of the Excess Improvements as described in Exhibit A to this Agreement. The Developer shall be paid the total reimbursable sum within three years after the inspection and acceptance of the improvements by the City.
4. **Full Compensation and Waiver.** The Developer hereby agrees that the reimbursement described in Section 3 shall constitute the full and entire amount of reimbursement payable to Developer. Developer shall not be entitled to any additional reimbursement, compensation, incentive or other payment related to this Project or any other project within the City as of the effective date of this Agreement. This Section shall not apply to future projects, not yet contemplated, in the City. Developer hereby waives any claim for reimbursement or refund of any fees, charges, assessments, or costs incurred by the Developer in the course of developing the Project and acknowledges that the reimbursement set forth in Section 3 constitutes full and complete satisfaction of any such claims.
5. **No Accrual of Interest.** The Parties expressly agree that the total potential reimbursement to the Developer, as set forth in this Agreement, has not, to the date of this Agreement, and shall not in the future, accrue interest.
6. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the Developer:

RAR INVESTMENTS, LLC  
1475 W. 2100 S.  
SLC, UT 84119

If to the City:

West Valley City  
Attn: Public Works Director  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

7. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and expressly supersedes any prior agreements between the City and the Developer regarding the subject matter contained herein. No statement, promise or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.
8. **No Third Party Beneficiary.** This Agreement is not intended to create, nor shall it be deemed to create, any right in any person or entity who is not a party to this Agreement and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.
9. **Severability.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.
10. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Any litigation arising from or relating to the content or subject matter of this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
11. **Term of Agreement.** This Agreement shall remain in force until such time as the Developer has received the reimbursement as set forth in Section 3.

*(Signatures follow)*

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

WEST VALLEY CITY

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM  
WVC Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_

DEVELOPER

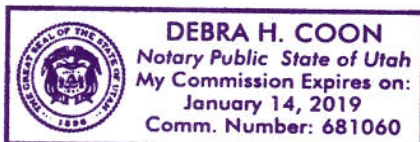


By: Ron Johnson RAE Investments LLC

Its: Managing Member

State of Utah )  
:SS  
County of Salt Lake )

On this 4 day of Feb, 2016, personally appeared before me Ron Johnson [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Managing Member [title], of (ENTITY), a corporation, and that this document was signed by him/her in behalf of said corporation by authority of its bylaws or of a resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



  
\_\_\_\_\_  
Notary Public



## **Exhibit A**

### **Reimbursement**

Installation of 700 feet of 24'' reinforced concrete pipe at \$58/linear foot - \$40,600

75% of installation cost relates to Excess Improvements (\$30,450)







**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$0.00  
**Funding Source:** n/a  
**Account #:** n/a  
**Budget Opening Required:** ☐

**ISSUE:**

Delay Agreement from RAR Investments, LLC for the property located at 7114 West SR-201 North Frontage Road.

**SYNOPSIS:**

The development of property requires RAR Investments to install curb and gutter, roadway and sidewalk improvements. The city is deferring the developer's responsibility to construct the improvements to a later date.

**BACKGROUND:**

RAR Investments, LLC have requested the delay of the construction of off-site improvements for the Mountain West Truck Center Project Improvements include the installation of curb, gutter, sidewalk and asphalt tie-in to the existing roadway.

The Public Works Department recommends the delay of the installation of curb and gutter and other roadway improvements. Due to the flat terrain in the area, the installation of curb and gutter in the area would cause drainage problems.

In the event that curb and gutter would become feasible and necessary as determined by the city, the property owner will be required to install the roadway improvements.

**RECOMMENDATION:**

Approval of Delay Agreement.

**SUBMITTED BY:**

Dan Johnson, City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION AND  
RECORDING OF A DELAY AGREEMENT BETWEEN WEST  
VALLEY CITY AND RAR INVESTMENTS, LLC, FOR  
PROPERTY LOCATED AT 7114 WEST SR-201 NORTH  
FRONTAGE ROAD.**

**WHEREAS**, RAR Investments, LLC ("RAR") wishes to enter into a delay agreement in order to delay the construction of curb, gutter, roadway and sidewalk improvements for the Mountain West Truck Center Project Improvements; and

**WHEREAS**, RAR, the owner of the above-described property, has executed an agreement entitled, "West Valley City Delay Agreement for Completion of Improvements" (herein the "Agreement"); and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to execute and record the Agreement between West Valley City and RAR.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, as follows:

1. The Agreement entitled, "West Valley City Delay Agreement for the Completion of Improvements", executed by RAR, is hereby approved.
2. The Mayor is authorized to execute the Agreement for and on behalf of West Valley City.
3. The City Recorder is directed to record the Agreement in the office of the Salt Lake County Recorder.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

# WEST VALLEY CITY DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS

\*\*\*\*\* PARTIES \*\*\*\*\*

Facsimile: ( ) \_\_\_\_\_

**“CITY”:** West Valley City, a municipal corporation of the State of Utah,  
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119  
Telephone: (801) 963-3318  
Facsimile: (801) 963-3540

\_\_\_\_\_ \$300 – Commercial  
\_\_\_\_\_ \$100 – Residential

This Box For City Use Only		
<input type="checkbox"/> Fee Paid	Agreement ID #	Check #:

\*\*\*\*\* RECITALS \*\*\*\*\*

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement (*CHECK ONE*):

- ☒ Delay Agreement for off-site improvements  
☐ Delay Agreement for on-site improvements  
☐ Other (explain): \_\_\_\_\_

with the CITY for Mountain West Truck Center  
 (DESCRIPTION OR NAME OF PROJECT)

located at 7114 West SR-201 North Frontage Road  
 (ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided (*CHECK ONE*):

- ☒ more particularly described in Exhibit A attached hereto and incorporated herein by reference;  
 - or -  
☐ more particularly described as follows, to wit: \_\_\_\_\_  
 \_\_\_\_\_

WHEREAS, West Valley City ordinances require APPLICANT to install the following improvements: Curb and gutter and asphalt paving on 7200 West and SR-201 Frontage RD.

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements (*CHECK ONE*):

- ☒ described in Exhibit B, attached hereto and incorporated herein by this reference;  
 - or -  
☐ described as follows: \_\_\_\_\_  
 \_\_\_\_\_

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (*CHECK ONE OF THE FOLLOWING*):

- ☒ to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.  
 - or -  
☐ Other (explain): \_\_\_\_\_

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.
3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.
4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.
5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.
6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.
7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.
8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.
9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.
10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.
11. Any and all of the obligations of APPLICANT as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
12. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.
13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

**\*\*\* SIGNATURE REQUIREMENTS \*\*\***

1. **SIGNATURE(S) FROM A CORPORATION.** If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.
2. **SIGNATURE(S) FROM A PARTNERSHIP.** If Applicant is a Partnership, this agreement shall be signed by the General Partner.
3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.
4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

**"APPLICANT"**

By: 

Print Name: Ron Johnson

Title: General Manager  
(Signature must be notarized on pages following.)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Signature must be notarized on pages following.)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Signature must be notarized on pages following.)

**"CITY"**

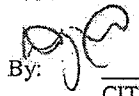
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO CONTENT:

By:   
CITY Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CITY Attorney's Office

\_\_\_\_\_  
Date



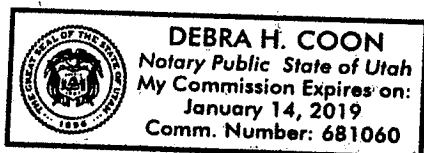
APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY

State of Utah )  
County of Salt Lake ) :ss

On this 23 day of Mar, 20 14, personally appeared before me Don Johnson [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the General Mgr. [title], of PAK Investments LLC [name of LLC], limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



[Signature]  
Notary Public

EXHIBIT "A"

When Recorded Return To:  
RAR Investments, L.L.C.,  
1475 West 2100 South  
Salt Lake City, UT 84119

12209610  
1/21/2016 2:24:00 PM \$12.00  
Book - 10397 Pg - 2663-2664  
Gary W. Ott  
Recorder, Salt Lake County, UT  
LANDMARK TITLE  
BY: eCASH, DEPUTY - EF 2 P.

**WARRANTY DEED**

RAR Investments, L.L.C., a Utah Limited Liability Company

Grantor(s)

of Salt Lake City, County of SALT LAKE, State of Utah, hereby  
CONVEYS and WARRANTS to

~~RAR Investments, L.L.C., A Utah Limited Liability Company~~

Grantee(s)

of Salt Lake City, County of SALT LAKE State of Utah,  
for the sum of TEN DOLLARS AND NO/100 -----DOLLARS,  
and other good and valuable consideration

the following described tract of land in SALT LAKE County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FOR REFERENCE PURPOSES ONLY: Tax Parcel/Serial No.

~~14-22-151-016, 14-22-151-015, 14-22-151-001, 14-22-151-028, 14-22-151-025,  
14-22-151-026, 14-22-151-008 & 14-22-151-007~~

THIS WARRANTY DEED IS GIVEN TO CONSOLIDATE INTO A SINGLE TAX PARCEL.

SUBJECT TO current general taxes, encumbrances, restrictions and rights of way of record.

WITNESS, the hand of said grantor(s), this 21 day of January, 2016

RAR INVESTMENTS, L.L.C.,  
a Utah Limited Liability Company

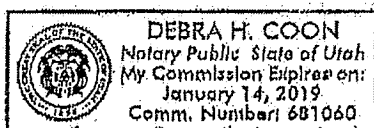
By: Ronald D. Johnson  
Ronald D. Johnson, Manager

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 21 day of January, 2016, personally appeared before me Ronald D. Johnson, Manager of RAR Investments, L.L.C., a Utah Limited Liability Company, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf RAR Investments, L.L.C., a Utah Limited Liability Company, as manager therein.

My Commission Expires:

Notary Public  
Residing at:



COURTESY RECORDING  
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. LANDMARK TITLE COMPANY hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

EXHIBIT "A"  
LEGAL DESCRIPTION

Beginning at a point on the East right of way line of 7200 West Street, which is North 00 deg. 08'06" West 741.04 feet along the section line and North 89 deg. 43'54" East 40.00 feet (half width right-of-way required) from the West quarter corner of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said West Quarter Corner location being North 00 deg. 08'06" West 200.00 feet from a found Salt Lake County witness monument; thence North 00 deg. 08'06" West 580.76 feet along said West right of way line of 7200 West street; thence North 89 deg. 49'00" East 808.98 feet; thence South 00 deg. 08'06" East 1048.29 feet to a point of a curve at the North right of way line of frontage road; thence with a chord line bearing and distance North 68 deg. 17'45" West 223.50 feet and 225.89 feet along a 447.46 foot radius curve concave to the Southwest; thence N 53 deg. 50'00" W 231.30 feet to a point of a curve along the North right of way line of said frontage road; thence with a chord line bearing a distance North 63 deg. 35'08" West 175.63 feet and 176.36 feet along a 560.96 foot radius curve concave to the Northeast; thence North 00 deg. 08'06" West 168.87 feet; thence South 89 deg. 43'54" West 258.00 feet to the point of beginning. Contains 14.9431 Acres.

**'Exhibit B'**

**Delay Agreement**

**January 7, 2016**

Project: Mountain West Truck Center

Property Owner: RAR Investments, LLC

Property Location: 7114 West SR-201 North Frontage Road

CURB & GUTTER: 30" Curb & Gutter

7200 West	581	Lineal Ft.
Frontage Road	633	Lineal Ft.
TOTAL	1,214	Lineal Ft.

ASPHALT TIE-IN: Asphalt Paving (6" BSC, 10" UBC)

7200 West	581	Lineal Ft.
Frontage Road	633	Lineal Ft.
TOTAL	1,214	Lineal Ft.

Parcel # 14-22-151-016, 14-22-151-015, 14-22-151-001, 14-22-151-028,  
14-22-151-025, 14-22-151-026, 14-22-151-008, 14-22-151-007





2215

2307

2307

2307

6980

2327

2333

2339

7094

2349

0

2321 2321 2321

7056

7022



**Item:** \_\_\_\_\_  
**Fiscal Impact:** \_\_\_\_\_ None  
**Funding Source:** \_\_\_\_\_ N/A  
**Account No:** \_\_\_\_\_ N/A

**Budget Opening Required:** ☐

**Issue:**

A Warranty Deed, Storm Drain Easement, and an Ingress, Egress and Access Easement.

**Synopsis:**

Acceptance of a Warranty Deed, Storm Drain Easement, and an Ingress, Egress and Access Easement from Boyd Enterprises Utah, LLC from and across portions of properties located at 2242 S. and 2195 S. Presidents Drive (parcels 15-20-101-024 and 15-20-102-002).

**Background:**

Boyd Enterprises Utah, LLC has signed a Warranty Deed, Storm Drain Easement, and an Ingress, Egress and Access Easement. Boyd Enterprises Utah, LLC is the owner and developer of the Presidential Business Center Phases IV and V. As a condition of approval for development on Lots 401 and 501, conveyance of additional right-of-way was required at the corners of Presidents Drive and the SR-201 South Frontage Road. Storm Drain Easements across lots 401 and 501 were also required, along an Ingress, Egress and Access Easement.

**Recommendation:**

Accept Warranty Deed, Storm Drain Easement, and an Ingress, Egress and Access Easement. Authorize City Recorder to record said Warranty Deed, Storm Drain Easement, and an Ingress, Egress and Access Easement for and in behalf of West Valley City.

**Submitted By:**

Steven J. Dale, P.L.S., Right-of-Way and Survey Section Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A WARRANTY DEED, STORM DRAIN EASEMENT AND AN INGRESS, EGRESS AND ACCESS EASEMENT WITH BOYD ENTERPRISES UTAH, LLC, FROM AND ACROSS PROPERTIES LOCATED AT 2242 SOUTH AND 2195 SOUTH PRESIDENTS DRIVE (15-20-101-024 AND 15-20-102-002).**

**WHEREAS**, Boyd Enterprises, LLC, (hereinafter “Boyd”) is the owner and developer of the Presidential Business Center Phases IV and V; and

**WHEREAS**, as a condition of approval for development on Lots 401 and 501, Boyd is required to deed additional right of way to the City at the corners of Presidents Drive and the SR-201 South Frontage Road; and

**WHEREAS**, Boyd has executed a Warranty Deed, Storm Drain Easement and an Ingress, Egress and Access Easement, conveying said Property to the City; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept said Warranty Deed, Storm Drain Easement and Ingress, Egress and Access Easement;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the above-referenced Warranty Deed, Storm Drain Easement, and Ingress, Egress and Access Easement, for and in behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

WHEN RECORDED RETURN TO:  
West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #Portions of 15-20-101-024 & 15-20-102-002

### **WARRANTY DEED**

**Boyd Enterprises Utah, LLC**, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, two parcels of land in fee, located at **2242 S. and 2195 S. Presidents Drive**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcels of land conveyed by this Warranty Deed are described as follows:

#### **PORTION OF LOT 501 OF PRESIDENTIAL BUSINESS CENTER PHASE V**

Beginning at the northerly most corner of Lot 501 of Presidential Business Center Subdivision Phase V, according to the official plat thereof as recorded in Book 99-3P at Page 62 in the office of the Salt Lake County Recorder, said point being South 00°03'34" West 809.68 feet along the section line and West 2,055.51 feet from the North Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 65°14'09" East 14.41 feet along the northeasterly boundary of said Lot 501 and the southwesterly right-of-way line of Presidents Drive; thence South 74°12'03" West 40.68 feet to the northwesterly boundary of said Lot 501 and the southeasterly line of the SR-201 South Frontage Road; thence along said lot line and frontage road the following two (2) courses: 1) North 31°41'13" East 13.14 feet, and 2) North 72°47'49" East 20.06 feet to the Point of Beginning.  
Containing 277 square feet.

**ALSO:**

#### **PORTION OF LOT 401 OF PRESIDENTIAL BUSINESS CENTER PHASE IV**

Beginning at the westerly most corner of Lot 401 of Presidential Business Center Subdivision Phase IV, according to the official plat thereof as recorded in Book 99-3P at Page 63 in the office of the Salt Lake County Recorder, said point being South 00°03'34" West 731.32 feet along the section line and West 2,035.87 feet from the North Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence North 17°53'05" East 12.48 feet along the northwesterly boundary of said Lot 401, and the southeasterly line of the SR-201 South Frontage Road; thence South 24°22'39" East 39.45 feet to the southwesterly boundary of said Lot 401, and the northeasterly right-of-way line of Presidents Drive; thence along said lot line and right-of-way line the following two (2) courses: 1) North 65°14'09" West 13.43 feet, and 2) North 23°16'07" West 20.06 feet to the Point of Beginning.  
Containing 256 square feet.



Warranty Deed

Portions of Parcels 15-20-101-024 & 15-20-102-002

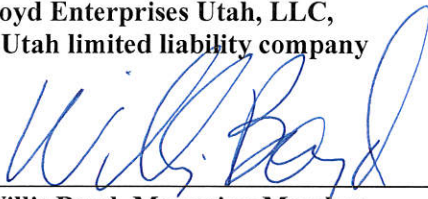
Page 2 of 2

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hand of said GRANTOR this 11<sup>TH</sup> day of APRIL, 2016.

GRANTOR

**Boyd Enterprises Utah, LLC,**  
a Utah limited liability company

  
\_\_\_\_\_  
**Willis Boyd, Managing Member**

State of UTAH )  
County of SALT LAKE ) :SS

On this 11<sup>TH</sup> day of APRIL, 2016, personally appeared before me **Willis Boyd**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **Boyd Enterprises Utah, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



  
\_\_\_\_\_  
Notary

WHEN RECORDED RETURN TO:  
West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #14-22-151-025

### **STORM DRAIN EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Boyd Enterprises Utah, LLC**, a Utah limited liability company, having an address of **1946 E. Edinger, Santa Ana, California 92075**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, two perpetual Storm Drain Easements for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of storm drainage and flood control facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easements being more particularly described as follows:

#### **Storm Drain Easement (Lot 501 of Presidential Business Center Phase V)**

Beginning at a point on the southwesterly right-of-way line of Presidents Drive and the northeasterly boundary of Lot 501 of Presidential Business Center Phase V, according to the official plat thereof as recorded in Book 99-3P at Page 62 in the office of the Salt Lake County Recorder, said point being South 00°03'34" West 823.88 feet along the section line and West 2,024.73 feet from the North Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 51°27'37" West 16.94 feet; thence South 39°41'33" West 166.32 feet; thence South 63°06'25" West 312.45 feet to the westerly boundary of said Lot 501; thence North 00°04'34" West 16.81 feet along said westerly boundary; thence North 63°06'25" East 301.76 feet; thence North 39°41'33" East 164.76 feet; thence North 51°27'37" East 10.94 feet to the southwesterly right-of-way line of Presidents Drive and the northeasterly boundary of Lot 501; thence South 65°14'09" East 16.79 feet along said right-of-way line and said lot line to the Point of Beginning. Encompassing 7,300 square feet or 0.168 acres.

**ALSO:**

#### **Storm Drain Easement (Lot 401 of Presidential Business Center Phase IV)**

Beginning at the northeast corner of Lot 401 of Presidential Business Center Subdivision Phase IV, according to the official plat thereof as recorded in Book 99-3P at Page 63 in the office of the Salt Lake County Recorder, said point being South 00°03'34" West 148.24 feet along the section line and West 1,307.88 feet from the North Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 00°16'34" East 15.01 feet along the easterly line of said Lot 401; thence South 87°32'19" West 102.07 feet; thence Southwesterly 778.21 feet along the arc of a 671.20 foot radius curve to the left (center bears South 04°58'40" East and the chord bears South

51°48'26" West 735.34 feet with a central angle of 66°25'48") to the northerly boundary of a Storm Drainage Easement in favor of West Valley City, recorded as Entry No. 11510483 in the office of the Salt Lake County Recorder; thence North 71°24'27" West 15.00 feet to the east line of the SR-201 South Frontage Road and the westerly boundary of said Lot 401; thence Northeasterly 795.93 feet along the arc of a 686.20 foot radius curve to the right (center bears South 71°24'28" East and the chord bears North 51°49'16" East 752.05 feet with a central angle of 66°27'28") along the easterly and southerly lines of said SR-201 South Frontage Road and along the westerly and northerly boundary of said Lot 401; thence North 87°32'19" East 102.96 feet along the south line of SR-201 South Frontage Road and the northerly boundary of said Lot 401 to the Point of Beginning. Encompassing 13,344 square feet or 0.306 acres.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 11<sup>TH</sup> day of APRIL, 2016.

GRANTOR

Boyd Enterprises Utah, LLC,  
a Utah limited liability company

  
Willis Boyd, Managing Member

State of UTAH )  
County of SALT LAKE )  
:ss

On this 11<sup>TH</sup> day of APRIL, 2016, personally appeared before me **Willis Boyd**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member of Boyd Enterprises Utah, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



  
Notary

WHEN RECORDED MAIL TO:  
West Valley City Recorder  
3600 South Constitution Boulevard  
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL # 15-20-102-002

### INGRESS, EGRESS AND ACCESS EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Boyd Enterprises Utah, LLC**, a Utah limited liability company, having an address of **1946 E. Edinger, Santa Ana, California 92075**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for ingress, egress and access on, over, under, and across GRANTOR'S property in located in Salt Lake County, State of Utah in order to gain access from an public road know as Presidents Drive to a Storm Drain Easement and facilities on GRANTOR'S real property, this easement being more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of Presidents Drive and the southwesterly boundary of Lot 401 of Presidential Business Center Phase IV, according to the official plat thereof as recorded in Book 99-3P at Page 63 in the office of the Salt Lake County Recorder, said point being South 00°03'34" West 843.85 feet along the section line and West 1,848.78 feet from the North Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, and running thence northwesterly 40.02 feet along the arc of a 500.60 foot radius curve to the left (center bears South 36°29'14" West and the chord bears North 55°48'10" West 40.01 feet with a central angle of 04°34'49") along said right-of-way line and said lot line; thence North 35°21'22" East 20.80 feet; thence northwesterly 66.32 feet along the arc of a 521.11 foot radius curve to the left (center bears South 32°03'21" West and the chord bears North 61°35'24" West 66.27 feet with a central angle of 07°17'30"); thence North 65°14'09" West 15.39 feet; thence North 71.80 feet; thence West 23.55 feet; thence South 21°28'16" West 50.78 feet to a northeasterly boundary of a Storm Drainage Easement in favor of West Valley City, recorded as Entry No. 11510483 in the office of the Salt Lake County Recorder; thence North 44°33'58" West 25.21 feet along said Storm Drainage Easement; thence North 16°31'00" East 49.33 feet along said Storm Drainage Easement; thence East 71.81 feet; thence South 73.17 feet; thence Southeasterly 109.89 feet along the arc of a 547.11 foot radius curve to the right (center bears South 24°53'43" West and the chord bears South 59°21'02" East 109.71 feet with a central angle of 11°30'30"); thence South 35°21'22" West 46.76 feet to a point on the northeasterly right-of-way line of Presidents Drive and the southwesterly boundary of Lot 401, said point being the Point of Beginning. Encompassing 7,822 square feet or 0.18 acres.



WITNESSED the hand of said GRANTOR this 11<sup>TH</sup> day of April, 2016.

GRANTOR

**Boyd Enterprises Utah, LLC,**  
a Utah limited liability company

  
Willis Boyd, Managing Member

State of UTAH )  
County of SALT LAKE ) :SS

On this 11<sup>TH</sup> day of April, 2016, personally appeared before me **Willis Boyd**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **Boyd Enterprises Utah, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



  
Notary



811

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.  
Know what's below.  
Call before you dig.

BENCHMARK

MONUMENT IN INTERSECTION OF PRESIDENTS  
DRIVE AND 2100 SOUTH FRONTAGE ROAD  
(FOUND)  
ELEVATION = 4247.29

BENCHMARK

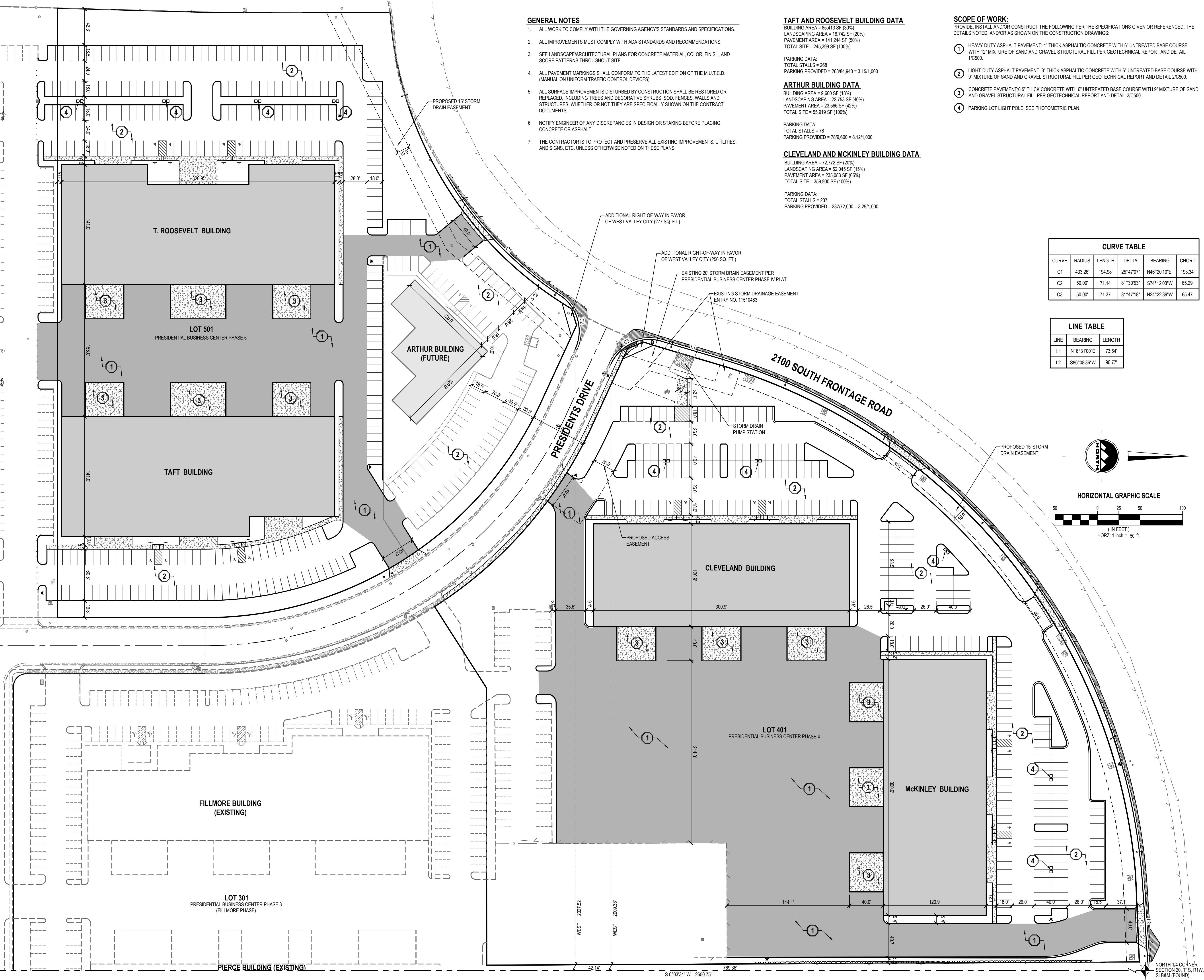
MONUMENT IN INTERSECTION OF PRESIDENTS  
DRIVE AND 2100 SOUTH FRONTAGE ROAD  
(FOUND)  
ELEVATION = 4247.29

LINCOLN BUILDING  
(EXISTING)

LOT 502  
PRESIDENTIAL BUSINESS CENTER PHASE 5

HAYES BUILDING  
(EXISTING)

CENTER OF SECTION 20,  
T1S, R11W, S18&M  
(FOUND)



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
  - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
  - SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
  - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
  - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOO, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
  - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
  - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

**TAFT AND ROOSEVELT BUILDING DATA**

BUILDING AREA = 85,413 SF (30%)  
LANDSCAPING AREA = 18,742 SF (20%)  
PAVEMENT AREA = 141,244 SF (50%)  
TOTAL SITE = 245,399 SF (100%)

PARKING DATA:  
TOTAL STALLS = 268  
PARKING PROVIDED = 26884,940 = 3.15/1,000

**ARTHUR BUILDING DATA**

BUILDING AREA = 9,600 SF (18%)  
LANDSCAPING AREA = 22,733 SF (40%)  
PAVEMENT AREA = 23,566 SF (42%)  
TOTAL SITE = 55,919 SF (100%)

PARKING DATA:  
TOTAL STALLS = 78  
PARKING PROVIDED = 789,600 = 8.12/1,000

**CLEVELAND AND MCKINLEY BUILDING DATA**

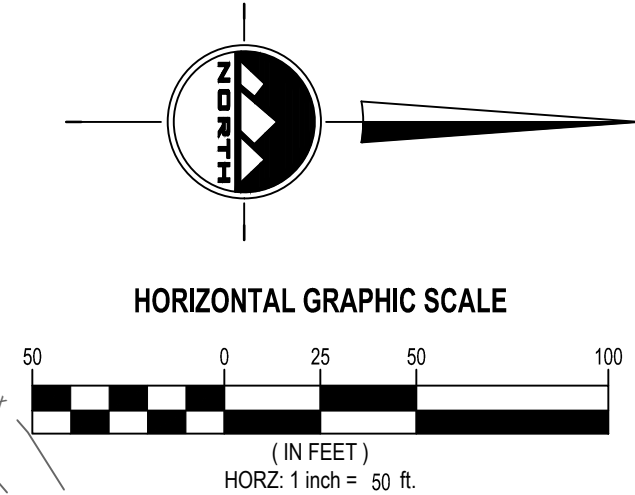
BUILDING AREA = 72,772 SF (20%)  
LANDSCAPING AREA = 52,045 SF (15%)  
PAVEMENT AREA = 235,083 SF (65%)  
TOTAL SITE = 359,900 SF (100%)

PARKING DATA:  
TOTAL STALLS = 237  
PARKING PROVIDED = 23772,000 = 3.29/1,000

- SCOPE OF WORK:**  
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- HEAVY-DUTY ASPHALT PAVEMENT: 4" THICK ASPHALTIC CONCRETE WITH 6" UNTREATED BASE COURSE WITH 12" MIXTURE OF SAND AND GRAVEL STRUCTURAL FILL PER GEOTECHNICAL REPORT AND DETAIL 1/C500.
  - LIGHT-DUTY ASPHALT PAVEMENT: 3" THICK ASPHALTIC CONCRETE WITH 6" UNTREATED BASE COURSE WITH 9" MIXTURE OF SAND AND GRAVEL STRUCTURAL FILL PER GEOTECHNICAL REPORT AND DETAIL 2/C500.
  - CONCRETE PAVEMENT 6.5" THICK CONCRETE WITH 6" UNTREATED BASE COURSE WITH 9" MIXTURE OF SAND AND GRAVEL STRUCTURAL FILL PER GEOTECHNICAL REPORT AND DETAIL 3/C500.
  - PARKING LOT LIGHT POLE, SEE PHOTOMETRIC PLAN.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	433.26'	194.98'	25°47'07"	N46°20'10"E	193.34'
C2	50.00'	71.14'	81°30'53"	S74°12'03"W	65.29'
C3	50.00'	71.37'	81°47'18"	N24°22'39"W	65.47'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N16°31'00"E	73.54'
L2	S86°08'36"W	90.77'



EN SIGN

THE STANDARD IN ENGINEERING

SALT LAKE CITY  
45 W. 10000 S., Suite 500  
Sandy, UT 84070  
Phone: 801.255.0529

LAYTON  
Phone: 801.547.1100

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
BOYD ENTERPRISES UTAH  
3739 WEST 2270 SOUTH, SUITE F  
WEST VALLEY CITY, UT 84120  
CONTACT:  
WILLIS BOYD  
PHONE: 801-243-7466

PRESIDENTIAL  
OFFICE/WAREHOUSE

3800 WEST 2100 SOUTH  
WEST VALLEY CITY, UTAH 84120

REGISTERED PROFESSIONAL ENGINEER  
4-14-16  
5150016-2202  
BRADEN D. MORRIS  
STATE OF UTAH

OVERALL SITE PLAN

PROJECT NUMBER  
3793C

PRINT DATE  
4/14/16

DRAWN BY  
J. LINFORD

CHECKED BY  
B. MORRIS

PROJECT MANAGER  
C. DUNCAN

C-100



Item #:	
Fiscal Impact:	\$350.00
Funding Source:	RDA
Account #:	22-6079-40310-00000-0000
Budget Opening Required:	No

**ISSUE:**

Acceptance of a Grant of Temporary Construction Easement.

**SYNOPSIS:**

Aklesh Kumar has signed a Grant of Temporary Construction Easement for property located at 3015 W. Lehman Avenue (15-33-105-012).

**BACKGROUND:**

The Aklesh Kumar parcel located at 3015 W. Lehman Avenue is one of the properties affected by the Fairbourne Station Phase 2 Project. This project will include the construction of 3030 West Street between 3500 South and Lehman Avenue, along with the reconstruction of a portion of Lehman Avenue. Compensation for the purchase of the Grant of Temporary Construction Easement is \$350.00. As the cost of an appraisal would likely exceed the actual value of the easement being acquired, compensation was based on a range of rates used by other entities for similar small acquisitions.

**RECOMMENDATION:**

Accept Grant of Temporary Construction Easement. Authorize City Recorder to record Grant of Temporary Construction Easement on behalf of West Valley City.

**SUBMITTED BY:**

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A  
GRANT OF TEMPORARY CONSTRUCTION EASEMENT  
FROM AKLESH KUMAR, FOR PROPERTY LOCATED AT  
3015 WEST LEHMAN AVENUE (PARCEL 15-33-105-012).**

**WHEREAS**, Aklesh Kumar (herein “Kumar”) owns property located at 3015 West Lehman Avenue (herein the “Property”); and

**WHEREAS**, the Property is affected by the Fairbourne Station Phase 2 Project (herein the “Project”); and

**WHEREAS**, Kumar has executed a Grant of Temporary Construction Easement to facilitate construction of the Project; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Grant of Temporary Construction Easement;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER



WHEN RECORDED RETURN TO:

West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-33-105-012**

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Aklesh Kumar**, of 3015 W. Lehman Avenue, West Valley City, Utah 84119, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3015 W. Lehman Avenue**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the northwest corner of Lot 33, Lehman Subdivision, according to the official plat thereof as recorded in Book S at Page 59 in the office of the Salt Lake County Recorder; and running thence North 89°53'20" East 57.06 feet along the northerly boundary of said Lot 33 to a point of curvature; thence along a curve to the right having a radius of 24.89 feet, with a central angle of 53°14'40" (chord bears South 63°28'36" East 22.31 feet) for an arc distance of 23.13 feet; thence South 89°53'20" West 77.02 feet to the westerly boundary of said Lot 33; thence North 00°00'20" East 10.00 feet along said westerly boundary to the Point of Beginning. Encompassing 710 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2016**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 20<sup>TH</sup> day of APRIL,  
2016.

GRANTOR

Aklesh Kumar

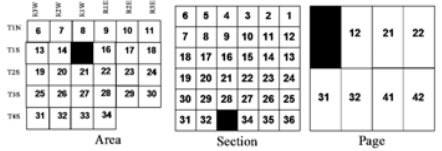
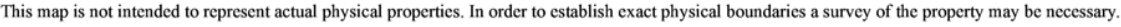
**Aklesh Kumar**

State of UTAH )  
County of SALT LAKE ) :SS

On this 20<sup>TH</sup> day of APRIL, 2016, personally appeared  
before me **Aklesh Kumar**, whose identity is personally known to me or proved to me on the basis  
of satisfactory evidence to be the person whose name is subscribed to this instrument, and  
acknowledged that he executed the same.



[Signature]  
Notary Public



Item #:	
Fiscal Impact:	\$350.00
Funding Source:	RDA
Account #:	22-6079-40310-00000-0000
Budget Opening Required:	No

**ISSUE:**

Acceptance of a Grant of Temporary Construction Easement.

**SYNOPSIS:**

Phillip W. Lucas has signed a Grant of Temporary Construction Easement for property located at 3040 W. Lehman Avenue (15-33-104-010).

**BACKGROUND:**

The Phillip W. Lucas parcel located at 3040 W. Lehman Avenue is one of the properties affected by the Fairbourne Station Phase 2 Project. This project will include the construction of 3030 West Street between 3500 South and Lehman Avenue, along with the reconstruction of a portion of Lehman Avenue. Compensation for the purchase of the Grant of Temporary Construction Easement is \$350.00. As the cost of an appraisal would likely exceed the actual value of the easement being acquired, compensation was based on a range of rates used by other entities for similar small acquisitions.

**RECOMMENDATION:**

Accept Grant of Temporary Construction Easement. Authorize City Recorder to record Grant of Temporary Construction Easement on behalf of West Valley City.

**SUBMITTED BY:**

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A  
GRANT OF TEMPORARY CONSTRUCTION EASEMENT  
FROM PHILLIP W. LUCAS, FOR PROPERTY LOCATED AT  
3040 WEST LEHMAN AVENUE (PARCEL 15-33-104-010).**

**WHEREAS**, Phillip W. Lucas, (herein “Lucas”) owns property located at 3040 West Lehman Avenue (herein the “Property”); and

**WHEREAS**, the Property is affected by the Fairbourne Station Phase 2 Project (herein the “Project”); and

**WHEREAS**, Lucas has executed a Grant of Temporary Construction Easement to facilitate construction of the Project; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Grant of Temporary Construction Easement;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-33-104-010**

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Phillip W. Lucas**, of 4399 W. Tidwell Street, Salt Lake City, Utah 84118, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3040 W. Lehman Avenue**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 12, Lehman Subdivision, according to the official plat thereof as recorded in Book S at Page 59 in the office of the Salt Lake County Recorder; and running thence North 00°00'20" East 120.00 feet to the northeast corner of said lot; thence South 89°53'20" West 35.00 feet along the northerly boundary of said lot; thence South 00°00'20" West 5.00 feet; thence North 89°53'20" East 30.00 feet; thence South 00°00'20" West 115.00 feet to the southerly boundary of said Lot 12; thence North 89°53'20" East 5.00 feet to the Point of Beginning. Encompassing 750 square feet.


Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall automatically terminate **December 31, 2016**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 20<sup>TH</sup> day of APRIL, 2016.

GRANTOR

GRANTOR



Phillip W. Lucas

State of UTAH )  
County of SALT LAKE ) :ss

On this 20<sup>th</sup> day of April, 2016, personally appeared before me **Phillip W. Lucas**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



Notary Public







**GENERAL FUND - FUND 10  
REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>PROPERTY TAX:</b>						
Current Year	22,071,701	21,329,811	21,496,850	21,953,357	23,114,258	5.3%
Prior Year	636,420	518,434	655,618	657,383	487,144	-25.9%
Street Lights	413,240	444,411	453,288	453,288	426,472	-5.9%
Fitness Center	1,838,090	2,055,915	2,097,033	2,097,033	1,972,930	-5.9%
Vehicle Tax	1,749,759	1,664,638	1,731,274	1,635,384	1,704,858	4.2%
<b>Total Property Tax</b>	<b>26,709,210</b>	<b>26,013,209</b>	<b>26,434,063</b>	<b>26,796,445</b>	<b>27,705,662</b>	<b>3.4%</b>
<b>SALES TAX:</b>						
General Sales Tax	20,504,722	21,532,447	22,980,867	23,753,933	25,386,857	6.9%
<b>Total Sales Tax</b>	<b>20,504,722</b>	<b>21,532,447</b>	<b>22,980,867</b>	<b>23,753,933</b>	<b>25,386,857</b>	<b>6.9%</b>
<b>UTILITY TAX:</b>						
Cable TV/Bch Adv	635,588	660,064	653,573	670,924	686,494	2.3%
Telecommunications	1,834,892	1,613,611	1,505,472	1,569,439	1,424,554	-9.2%
Electricity	5,208,728	5,307,959	5,566,219	5,992,132	5,998,973	0.1%
Gas	2,174,716	2,397,290	2,281,721	2,725,269	2,627,380	-3.6%
<b>Total Utility Tax</b>	<b>9,853,924</b>	<b>9,978,924</b>	<b>10,006,985</b>	<b>10,957,764</b>	<b>10,737,401</b>	<b>-2.0%</b>
<b>WEST RIDGE AMPHITHEATER:</b>						
Amp. Ticket Revenues	188,573	188,417	291,286	188,000	250,000	33.0%
<b>Total Westridge Amphitheater</b>	<b>188,573</b>	<b>188,417</b>	<b>291,286</b>	<b>188,000</b>	<b>250,000</b>	<b>33.0%</b>
<b>SPECIAL IMPROVEMENT DISTRICTS:</b>						
5600 West SID 2003-1	211,260	218,159	178,534	154,000	0	-100.0%
<b>Total Special Imp Dist</b>	<b>211,260</b>	<b>218,159</b>	<b>178,534</b>	<b>154,000</b>	<b>0</b>	<b>-100.0%</b>
<b>LICENSES AND PERMITS:</b>						
Business & Econ. Services	1,158,381	1,159,000	1,149,624	1,160,000	1,160,000	0.0%
Animal Licenses	97,679	100,041	104,608	100,000	101,000	1.0%
Building Permits	1,284,824	1,610,234	1,342,543	1,500,000	1,400,000	-6.7%
Subdivision Fees	231,247	223,903	269,689	191,500	152,000	-20.6%
Disporportionate Service	532,534	528,973	545,440	520,000	500,000	-3.8%
<b>Total Licenses &amp; Permits</b>	<b>3,304,665</b>	<b>3,622,151</b>	<b>3,411,904</b>	<b>3,471,500</b>	<b>3,313,000</b>	<b>-4.6%</b>

**GENERAL FUND - FUND 10**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>ST. LIQUOR &amp; BEER TAX:</b>						
St. Liquor & Beer Tax	141,582	0	0	0	0	0.0%
<b>Total Liquor &amp; Beer Tax</b>	<b>141,582</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>MISCELLANEOUS:</b>						
Taylorsville DS Reimb.	0	0	136,926	137,000	137,000	0.0%
Taylorsville Contract Services	286,063	286,360	264,227	320,000	320,000	0.0%
Animal Shelter Vaccinations	43,940	45,659	33,712	35,000	37,000	5.7%
Animal Shelter Misc. Fees	42,702	36,297	40,682	40,000	37,000	-7.5%
Animal Sterilization	35,703	39,983	42,884	35,000	42,000	20.0%
Animal Shelter Donations	0	0	7,646	0	5,000	100.0%
Police Reports	65,015	96,524	106,570	75,000	90,000	20.0%
Police Reimbursement	295,819	186,895	253,732	250,000	240,000	-4.0%
Fingerprinting/Work Orders	19,487	15,953	16,546	15,000	10,000	-33.3%
Miscellaneous	199,234	191,958	163,635	155,000	155,000	0.0%
Donations/Contributions	11,675	5,000	104,885	15,836	15,836	0.0%
Fire Prevention/Haz Mat	158,588	177,237	3,696	175,000	175,000	0.0%
Harman Home Maint., etc.	40,000	40,000	40,000	40,000	40,000	0.0%
Harman Home SL CO.	12,276	14,419	15,774	15,954	15,954	0.0%
Indigent Defense	35,815	39,983	47,245	39,000	12,000	-69.2%
District Court Fines	0	0	0	0	36,000	100.0%
Excavation Perm-Prop Bond	92,383	52,236	105,207	75,000	100,000	33.3%
Rent-Housing Authority	42,000	42,000	42,000	42,000	42,000	0.0%
Rental Properties	17,991	16,800	16,801	15,000	15,000	0.0%
Tower Lease	73,968	85,170	79,425	85,725	54,285	-36.7%
Park Reservations/Activities	9,875	18,459	12,499	5,000	5,000	0.0%
Maverik Center Equip. Lease	120,000	120,000	120,000	120,000	0	-100.0%
Court Maintenance	29,837	19,118	29,837	20,000	14,000	-30.0%
Professional Shop Services	120,229	110,793	125,841	100,000	100,000	0.0%
STP Engineering Fees	0	0	119,604	100,000	0	-100.0%
Engineer Consultant Fees CED	0	0	14,772	0	0	0.0%
Rent-Redevelop Agency	25,000	25,000	25,000	25,000	25,000	0.0%
<b>Total Miscellaneous</b>	<b>1,777,600</b>	<b>1,665,844</b>	<b>1,969,146</b>	<b>1,935,515</b>	<b>1,723,075</b>	<b>-11.0%</b>
<b>JUSTICE COURT:</b>						
Small Claims Fees	124,465	149,780	150,010	145,000	102,878	-29.1%
Traffic Fines	2,991,451	2,744,853	2,967,008	3,675,000	2,607,413	-29.1%
<b>Sub-Total Courts</b>	<b>3,115,916</b>	<b>2,894,633</b>	<b>3,117,018</b>	<b>3,820,000</b>	<b>2,710,290</b>	<b>-29.1%</b>
<b>Civil Fines and Penalties</b>						
ACE Program	69,525	51,926	62,229	100,000	70,950	-29.1%
Bail Fines & Forfeitures	10	0	0	2,000	1,419	-29.1%
Parking Ticket Fines	38,786	15,821	10,162	15,000	10,643	-29.1%
Civil Penalties	368,590	370,217	356,313	400,000	283,800	-29.1%
<b>Sub-Total Civil</b>	<b>476,911</b>	<b>437,964</b>	<b>428,704</b>	<b>517,000</b>	<b>366,812</b>	<b>-29.1%</b>
<b>Total Justice Court</b>	<b>3,592,827</b>	<b>3,332,597</b>	<b>3,545,722</b>	<b>4,337,000</b>	<b>3,077,102</b>	<b>-29.1%</b>

**GENERAL FUND - FUND 10**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>INTEREST:</b>						
Investment Interest	180,902	132,586	137,873	180,000	180,000	0.0%
RDA Interest	248,640	248,640	248,640	248,640	248,640	0.0%
<b>Total Interest</b>	<b>429,542</b>	<b>381,226</b>	<b>386,513</b>	<b>428,640</b>	<b>428,640</b>	<b>0.0%</b>
<b>OTHER:</b>						
Revenue Other Source	0	0	456,228	2,198,650		-100.0%
Reserves	0	0	0	742,000	250,000	-66.3%
Sale of Land (Other)	224,697	0	0	0		0.0%
Sale of Land (RDA)	0	0	0	0		0.0%
<b>Total Other</b>	<b>224,697</b>	<b>0</b>	<b>456,228</b>	<b>2,940,650</b>	<b>250,000</b>	<b>-91.5%</b>
<b>Subtotal</b>	<b>66,938,602</b>	<b>66,932,975</b>	<b>69,661,248</b>	<b>74,963,447</b>	<b>72,871,737</b>	<b>-2.8%</b>
<b>RESTRICTED FUNDS:</b>						
Forfeited Assets	0	64,996	107,018	0	0	0.0%
Bond Proceeds	7,737,358	475,533	0	0	0	0.0%
Bond Interest	37,663	25,720	22,842	0	0	0.0%
<b>Total Restricted Funds</b>	<b>7,775,021</b>	<b>566,249</b>	<b>129,860</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Grand Total</b>	<b>74,713,623</b>	<b>67,499,223</b>	<b>69,791,108</b>	<b>74,963,447</b>	<b>72,871,737</b>	<b>-2.8%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>LEGISLATIVE:</b>						
City Council	773,774	711,651	612,132	762,647	755,771	-0.9%
Elections	15,929	156,715	17,791	237,789	237,789	0.0%
<b>Total Legislative</b>	<b>789,703</b>	<b>868,366</b>	<b>629,923</b>	<b>1,000,436</b>	<b>993,560</b>	<b>-0.7%</b>
<b>ADMINISTRATIVE:</b>						
City Manager	629,428	687,519	711,746	746,489	935,469	25.3%
Justice Court	1,837,663	1,785,445	1,830,535	1,916,039	1,953,886	2.0%
Information Technology	1,825,663	1,700,249	1,685,089	1,700,277	1,697,084	-0.2%
Central Services	2,252,132	2,493,249	2,767,949	2,557,449	2,557,449	0.0%
Communications	101,170	109,809	108,431	111,244	113,432	2.0%
Human Resources	553,669	532,767	438,632	681,763	916,593	34.4%
Events/Promotion	95,413	0	0	0	0	0.0%
Community & Media Relations	308,721	438,563	632,038	617,064	631,462	2.3%
Recorder	597,782	610,473	627,502	624,251	399,100	-36.1%
<b>Total Administrative</b>	<b>8,201,641</b>	<b>8,358,074</b>	<b>8,801,922</b>	<b>8,954,576</b>	<b>9,204,475</b>	<b>2.8%</b>
<b>NON-DEPARTMENTAL</b>						
SID Sales Tax Rebate	51,715	133,012	114,223	80,000	0	-100.0%
UTOPIA	3,822,129	4,078,518	4,131,251	4,354,337	4,430,597	1.8%
Capital Projects/Fleet Xfer to CIP	450,000	675,000	0	1,000,000		-100.0%
Rental Home Expense	4,184	6,596	7,279	15,000	15,000	0.0%
Council Contingency Misc	(671,139)	(267,885)	(137,976)	0	1,100,000	100.0%
Retirement Incentives	78,863	48,611	35,368	0	0	0.0%
Wage Under Runs	0	0	0	(600,000)		-100.0%
Storm Water (Prof.Service)	(373,344)	(373,344)	(373,344)	(373,344)	(373,344)	0.0%
Sanitation (Prof.Service)	(484,131)	(484,131)	(484,131)	(484,131)	(484,131)	0.0%
Transfers In	(1,684,500)	(32,660)	(244,845)	0	0	0.0%
Benefits Accrual	1,224,625	1,345,366	921,745	1,422,000	914,400	-35.7%
Fitness Center / PT	2,207,914	2,431,343	2,484,424	2,343,745	1,876,524	-19.9%
Hale Center Theatre	69,188	69,188	69,188	69,188	69,188	0.0%
Maverik Center (Arena Fund)	1,259,602	506,283	844,671	850,000	850,000	0.0%
Cultural Center	538,855	795,903	1,012,550	909,425	866,843	-4.7%
Stonebridge Golf Course	1,598,801	1,360,291	350,000	1,540,955	1,333,563	-13.5%
Transfer Out	0	443,122	662,855	0	0	0.0%
Westfest	20,000	0	0	25,000	25,000	0.0%
Rolling Stock	1,495	0	0	0	0	0.0%
Special Projects	22,847	0	0	100,000	0	-100.0%
Utilities	524,964	547,607	551,181	500,320	500,320	0.0%
<b>Total Non-Departmental</b>	<b>8,662,068</b>	<b>11,282,820</b>	<b>9,944,439</b>	<b>11,752,495</b>	<b>11,123,960</b>	<b>-5.3%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>DEBT SERVICE:</b>						
Animal Shelter/CPD Facility	620,997	621,892	145,550	204,950	995,750	385.9%
Public Safety/Stonebridge	609,193	612,548	610,567	1,764,663	1,766,769	0.1%
Fitness Center Refinance	1,480,425	1,598,550	1,601,950	1,601,550	1,604,150	0.2%
Maverik Center Equipment Lease	165,559	166,249	169,332	661,434	0	-100.0%
City Portion Equipment Lease	42,549	33,258	33,875	132,319	0	-100.0%
Cultural Arts	0	0	0	0	0	0.0%
SID 2003-1	246,874	246,874	246,874	246,875	0	-100.0%
Vehicle Lease S'09	272,619	272,619	0	0	0	0.0%
Vehicle Lease S'12	94,935	0	0	0	0	0.0%
Bond Series 2008	0	0	475,462	0	0	0.0%
Bond Fees	197,515	14,015	9,963	37,110	45,000	21.3%
Fire Truck Lease S2012	69,217	69,218	69,217	69,218	69,218	0.0%
Ladder Truck Equip Lease CIP Trans	0	111,047	110,081	0	0	0.0%
Vehicle Lease S'07 CIP transfer	223,896	0	0	0	0	0.0%
Vehicle Lease S'09 CIP transfer	272,619	272,619	0	0	0	0.0%
Vehicle Lease S'10 CIP transfer	78,588	65,453	65,453	65,453	0	-100.0%
Vehicle Lease S'12 CIP transfer	102,000	94,935	94,935	94,935	94,935	0.0%
Vehicle Lease S'13 CIP transfer	0	0	68,591	68,591	68,591	0.0%
Fire Truck Refurbish CIP Transfer	28,000	23,346	23,346	23,346	23,346	0.0%
Fire Truck Lease 2014 CIP Transfer	0	0	130,000	139,950	139,950	0.0%
Fire Station #75/ PW (Transfer BA)	441,560	441,360	440,860	441,460	333,400	-24.5%
Fire Station #74 (Transfer to BA)	288,973	218,731	222,682	225,400	244,348	8.4%
Bond Defeasance	7,022,305	0	0	0	0	0.0%
<b>Subtotal</b>	<b>12,257,823</b>	<b>4,862,713</b>	<b>4,518,738</b>	<b>5,777,253</b>	<b>5,385,457</b>	<b>-6.8%</b>
<b>Transfers In:</b>						
Fire Station Impact Fees	0	(40,000)	(40,000)	(40,000)	(40,000)	0.0%
RDA (UCCC)	0	0	0	0	0	0.0%
Fitness Center Refinance	(1,485,626)	(1,603,750)	(1,607,150)	(1,606,750)	(1,609,350)	0.2%
Stonebridge	0	0	0	(1,149,533)	(1,150,902)	0.1%
Maverik Center Equip. (City portion)	(42,549)	(33,258)	(33,875)	(132,319)	0	-100.0%
Sanitation	0	(6,500)	0	0	0	0.0%
<b>Subtotal</b>	<b>(1,528,175)</b>	<b>(1,683,508)</b>	<b>(1,681,025)</b>	<b>(2,928,602)</b>	<b>(2,800,252)</b>	<b>-4.4%</b>
<b>Total Debt Service</b>	<b>10,729,648</b>	<b>3,179,204</b>	<b>2,837,713</b>	<b>2,848,651</b>	<b>2,585,205</b>	<b>-9.2%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT:</b>						
Administration	262,990	250,234	279,545	267,997	295,433	10.2%
Planning Commission	13,120	9,455	12,087	10,276	15,975	55.5%
Board of Adjustment	1,482	736	650	4,364	4,162	-4.6%
Building Inspection	688,049	721,889	734,688	845,329	860,917	1.8%
Planning & Zoning	559,348	535,715	600,696	631,115	635,403	0.7%
<b>Total Comm. &amp; Econ. Dev.</b>	<b>1,524,989</b>	<b>1,518,029</b>	<b>1,627,666</b>	<b>1,759,081</b>	<b>1,811,890</b>	<b>3.0%</b>
<b>FINANCE:</b>						
Administration	329,494	379,279	401,879	476,983	497,406	4.3%
Purchasing	84,627	89,584	91,857	94,263	107,850	14.4%
Business Licenses	190,186	200,835	209,351	213,849	215,437	0.7%
Treasury	243,988	259,474	248,966	272,804	281,588	3.2%
Accounting	408,848	387,589	376,897	442,330	429,515	-2.9%
Budget & Disbursements	225,494	235,214	249,932	258,712	280,238	8.3%
<b>Total Finance</b>	<b>1,482,637</b>	<b>1,551,975</b>	<b>1,578,882</b>	<b>1,758,941</b>	<b>1,812,034</b>	<b>3.0%</b>
<b>FIRE:</b>						
Administration	495,485	540,688	647,578	758,751	764,209	0.7%
Emergency Operations	6,656,451	7,059,811	7,576,780	7,701,832	7,748,052	0.6%
Fire Prevention	214,731	271,795	254,449	333,325	386,623	16.0%
Logistics	265,337	341,349	313,939	379,981	379,981	0.0%
Special Operations	22,622	37,721	24,707	35,801	35,801	0.0%
Development Services	133,627	146,125	141,085	153,861	153,085	-0.5%
Medical Services	302,124	281,413	301,991	328,298	329,556	0.4%
<b>Total Fire</b>	<b>8,090,377</b>	<b>8,678,902</b>	<b>9,260,529</b>	<b>9,691,849</b>	<b>9,797,307</b>	<b>1.1%</b>
<b>LAW:</b>						
Civil/Prosecutor/Risk	1,802,028	1,963,206	2,108,964	2,369,081	2,110,553	-10.9%
Risk Financing	594,616	695,467	860,773	1,105,365	850,365	-23.1%
Victim Assistance	95,627	112,896	129,327	267,558	283,312	5.9%
<b>Total Law</b>	<b>2,492,271</b>	<b>2,771,569</b>	<b>3,099,064</b>	<b>3,742,004</b>	<b>3,244,230</b>	<b>-13.3%</b>
<b>PARKS &amp; RECREATION:</b>						
Parks & Rec. Administration	354,877	366,679	412,172	407,589	414,975	1.8%
Park Maintenance	1,328,017	1,315,223	1,331,270	1,407,787	1,406,626	-0.1%
Recreation	11,926	11,939	26,274	38,993	39,381	1.0%
Harman Home Operations	156,612	153,266	161,185	164,924	173,897	5.4%
<b>Total Parks &amp; Recreation</b>	<b>1,851,432</b>	<b>1,847,107</b>	<b>1,930,901</b>	<b>2,019,293</b>	<b>2,034,879</b>	<b>0.8%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>POLICE:</b>						
Administration	21,514,193	21,033,180	22,372,278	23,439,010	22,898,476	-2.3%
Records	20,613	27,666	31,190	45,200	45,200	0.0%
Training	11,576	191,363	140,640	231,083	161,083	-30.3%
Crossing Guards	303,241	336,625	334,277	509,745	512,573	0.6%
Evidence	16,327	20,151	23,349	20,000	20,000	0.0%
Forensics	14,022	27,140	22,116	19,750	19,750	0.0%
Community Policing	12,614	17,162	5,418	22,710	22,710	0.0%
Investigation	75,340	47,389	47,464	25,641	25,641	0.0%
Uniform Patrol	56,933	81,393	174,582	84,410	84,410	0.0%
S.W.A.T. Unit	52,920	35,476	43,307	55,560	55,560	0.0%
Special Operations	183,989	27,980	31,280	30,800	30,800	0.0%
Intelligence/Interal Affairs	0	0	21,919	0	0	0.0%
Police Grants	(407,908)	(231,863)	(423,692)	156,641	(491,000)	-413.5%
<b>Total Police</b>	<b>21,853,860</b>	<b>21,613,662</b>	<b>22,824,128</b>	<b>24,640,550</b>	<b>23,385,203</b>	<b>-5.1%</b>
<b>PUBLIC WORKS:</b>						
Administration	357,861	350,320	381,843	327,812	334,643	2.1%
Streets	928,778	889,808	959,802	1,074,551	1,071,042	-0.3%
Transportation	232,530	248,904	254,071	276,725	280,676	1.4%
Engineering	555,879	613,052	603,791	641,905	753,605	17.4%
Street Lights	518,992	505,173	498,059	581,012	583,896	0.5%
Public Facilities	1,007,088	1,023,010	1,064,791	1,071,111	1,083,773	1.2%
Fleet Maintenance	724,452	740,627	779,453	821,444	847,383	3.2%
<b>Total Public Works</b>	<b>4,325,580</b>	<b>4,370,894</b>	<b>4,541,810</b>	<b>4,794,560</b>	<b>4,955,018</b>	<b>3.3%</b>
<b>COMMUNITY PRESERVATION</b>						
Administration	290,420	305,589	252,825	243,348	248,888	2.3%
Animal Control	944,216	1,005,787	1,009,646	1,119,914	1,146,985	2.4%
Ordinance Enforcement	576,961	570,335	623,564	637,749	636,553	-0.2%
<b>Total Community Preservation</b>	<b>1,811,597</b>	<b>1,881,711</b>	<b>1,886,035</b>	<b>2,001,011</b>	<b>2,032,426</b>	<b>1.6%</b>
<b>Total Operating Expenses</b>	<b>71,815,803</b>	<b>67,922,313</b>	<b>68,963,012</b>	<b>74,963,447</b>	<b>72,980,187</b>	<b>-2.6%</b>
<b>RESTRICTED FUNDS:</b>						
Forfeited Assets	0	0	0	0	0	0.0%
<b>Total Restricted Funds</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Grand Total</b>	<b>71,815,803</b>	<b>67,922,313</b>	<b>68,963,012</b>	<b>74,963,447</b>	<b>72,980,187</b>	<b>-2.6%</b>

**WEST VALLEY CITY "C" ROADS - FUND 11**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>"C" Roads</b>						
"C" Road Fund	3,889,443	3,735,090	3,952,748	3,850,000	4,500,000	16.9%
Misc. Revenue	0	0	0	0	0	0.0%
Interest Revenue	0	10,174	10,797	0	0	0.0%
Gain on Sale of Assets	115,088	9,740	0	0	0	0.0%
Funding Other Sources	0	0	0	397,004	0	-100.0%
<b>Subtotal</b>	<b><u>4,004,531</u></b>	<b><u>3,755,004</u></b>	<b><u>3,963,545</u></b>	<b><u>4,247,004</u></b>	<b><u>4,500,000</u></b>	<b><u>6.0%</u></b>

**WEST VALLEY CITY "C" ROADS - FUND 11**

**EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>OPERATIONS:</b>						
Equipment	31,654	25,093	22,723	28,000	28,000	0.0%
Gasoline, Diesel	1,130	220	474	3,000	1,000	-66.7%
Professional Svcs. (Intern)	300,000	446,564	446,564	460,004	460,000	0.0%
Professional Svcs. (Ext.)	34,594	45,408	33,689	135,000	45,000	-66.7%
Special Supplies	256,711	159,147	170,091	157,000	140,000	-10.8%
Crack Seal	471,941	442,120	477,819	515,000	490,000	-4.9%
Concrete & Salt	229,966	233,177	192,988	210,000	233,000	11.0%
Traffic Controls	0	0	192	0	0	0.0%
Capital Building	0	0	0	30,000	0	-100.0%
Capital Equipment	690,660	456,017	216,710	197,500	194,500	-1.5%
Debt Service Fleet	96,302	0	0	0	0	0.0%
Special Projects	219,113	4,734	1,728,782	1,706,000	2,103,000	23.3%
<b>Subtotal Streets</b>	<b><u>2,332,071</u></b>	<b><u>1,812,480</u></b>	<b><u>3,290,032</u></b>	<b><u>3,441,504</u></b>	<b><u>3,694,500</u></b>	<b><u>7.4%</u></b>
<b>ENGINEERING:</b>						
Professional Svcs. (Intern)	95,000	110,000	110,000	170,000	170,000	0.0%
Special Projects	2,146,176	1,386,440	90,015	300,000	300,000	0.0%
<b>Subtotal Engineering</b>	<b><u>2,241,176</u></b>	<b><u>1,496,440</u></b>	<b><u>200,015</u></b>	<b><u>470,000</u></b>	<b><u>470,000</u></b>	<b><u>0.0%</u></b>
<b>TRANSPORTATION:</b>						
Equipment	24	569	695	1,000	1,000	0.0%
Utilities	12,097	13,189	13,029	13,000	13,000	0.0%
Professional Svcs. (Int.)	20,000	20,000	11,500	11,500	11,500	0.0%
Professional Svcs. (Ext.)	168,496	178,114	203,448	200,000	200,000	0.0%
Signs	24,943	26,631	22,165	25,000	25,000	0.0%
Traffic Controls	31,371	27,135	27,831	35,000	35,000	0.0%
Special Projects	35,010	65,611	27,602	50,000	50,000	0.0%
<b>Subtotal Transportation</b>	<b><u>291,941</u></b>	<b><u>331,249</u></b>	<b><u>306,270</u></b>	<b><u>335,500</u></b>	<b><u>335,500</u></b>	<b><u>0.0%</u></b>
<b>Total Expenditures</b>	<b><u>4,865,188</u></b>	<b><u>3,640,169</u></b>	<b><u>3,796,317</u></b>	<b><u>4,247,004</u></b>	<b><u>4,500,000</u></b>	<b><u>6.0%</u></b>



**WEST VALLEY CITY FITNESS CENTER - FUND 21**

**REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>FITNESS CENTER:</b>						
Facility Drop-In Fees	287,528	260,476	252,786	260,000	275,000	5.8%
Annual Passes	1,166,513	1,163,484	1,209,157	1,268,000	1,275,000	0.6%
Activity Area	60,589	72,807	77,272	125,000	95,000	-24.0%
Community Rooms	7,357	(3,637)	32,860	25,000	33,000	32.0%
Children's Area	249,287	294,296	330,062	345,000	375,000	8.7%
Aquatics	80,746	82,236	109,254	92,000	115,000	25.0%
Pro Shop	18,876	4,099	4,959	8,000	6,000	-25.0%
Snack Bar	91,318	92,046	94,151	95,000	97,000	2.1%
Sports Programs	114,709	119,727	107,683	125,000	118,000	-5.6%
Catering	7,137	3,759	932	5,000	1,000	-80.0%
Miscellaneous Rev.	62,893	45,782	26,586	30,000	24,000	-20.0%
<b>Total Fitness Center</b>	<b>2,146,953</b>	<b>2,135,075</b>	<b>2,245,702</b>	<b>2,378,000</b>	<b>2,414,000</b>	<b>1.5%</b>

**WEST VALLEY CITY FITNESS CENTER - FUND 21**

**EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>FITNESS CENTER:</b>						
Transfers In GF/						
Property Tax	(1,838,090)	(2,431,343)	(2,097,033)	(2,097,033)	(1,302,612)	-37.9%
Added Operating Infusion	(369,824)	(39,362)	(401,732)	(246,712)	0	-100.0%
Community Serv. Fd Contribution	0	0	0	0	(596,570)	100.0%
Permanent Employees	726,835	737,464	784,936	757,151	788,424	4.1%
O.T. Employees	7,640	5,117	5,387	7,500	6,500	-13.3%
Temporary Employees	734,651	712,347	708,668	822,349	775,958	-5.6%
Additional Pay	16,210	9,833	10,920	21,000	16,200	-22.9%
Employee Benefits	329,331	355,618	381,904	374,371	445,020	18.9%
Uniform Allowance	0	135	320	500	500	0.0%
Books & Dues	15	598	658	1,300	1,300	0.0%
Advertising	20,395	14,859	24,343	30,000	30,000	0.0%
Travel & Training	5,002	8,567	12,608	16,000	21,000	31.3%
Office Supplies	42,546	41,343	50,958	44,016	51,000	15.9%
Snack Bar	72,053	71,613	67,381	72,000	72,000	0.0%
Equipment Maint.	203,342	225,737	188,797	175,000	193,000	10.3%
Gasoline & Diesel	3,098	3,875	2,898	4,600	3,000	-34.8%
Software	4,999	4,999	9,998	5,000	5,000	0.0%
Building/Grounds	68,467	45,760	54,261	66,000	51,000	-22.7%
Utilities	334,837	332,655	339,476	321,000	330,000	2.8%
Telephone	11,670	11,010	11,210	10,508	11,495	9.4%
Professional Services	90,955	80,911	88,758	95,300	105,000	10.2%
General Health	2,716	3,729	2,605	3,000	4,000	33.3%
Special Supplies	18,654	22,159	23,225	25,000	28,000	12.0%
Children's Programs	83,443	54,076	66,671	67,000	70,000	4.5%
Adult Programs	37,354	30,084	41,182	38,500	40,000	3.9%
Aquatics	16,451	10,463	43,873	26,000	28,000	7.7%
Insurance	32,396	46,487	46,896	46,900	48,000	2.3%
Capital Equipment	16,200	66,098	82,753	85,000	100,000	17.6%
Capital Allocation	0	0	0	0	596,570	100.0%
Trustee Fees (Transfer to GL)	5,200	5,200	5,200	5,200	5,200	0.0%
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000	30,000	0.0%
Debt Service (Transfer to GL)	1,480,426	1,599,537	1,601,950	1,601,550	1,604,150	0.2%
RDA SARR for Debit Service	0	0	0	0	(1,117,135)	100.0%
Transfer for Police Substation	(20,000)	(25,000)	(30,000)	(30,000)	(30,000)	0.0%
<b>Total Fitness Center</b>	<b>2,166,972</b>	<b>2,034,569</b>	<b>2,159,071</b>	<b>2,378,000</b>	<b>2,414,000</b>	<b>1.5%</b>

**WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>HALE CENTRE THEATRE:</b>						
Rent	497,081	499,144	495,309	550,700	533,152	-3.2%
Capitalized Interest	1,600	1,566	1,887	0	0	0.0%
<b>Total Hale Centre Theatre</b>	<b><u>498,681</u></b>	<b><u>500,710</u></b>	<b><u>497,196</u></b>	<b><u>550,700</u></b>	<b><u>533,152</u></b>	<b><u>-3.2%</u></b>

**WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>HALE CENTRE THEATRE:</b>						
Building & Grounds	15,895	18,221	13,392	19,188	19,188	0.0%
Debt Serv (BA)	486,627	508,369	504,918	550,700	533,152	-3.2%
Cap Res (BA)	50,000	50,000	50,000	50,000	50,000	0.0%
Gen.Fund Transfer In	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)	0.0%
<b>Total Hale Centre Theatre</b>	<b><u>483,334</u></b>	<b><u>507,402</u></b>	<b><u>499,122</u></b>	<b><u>550,700</u></b>	<b><u>533,152</u></b>	<b><u>-3.2%</u></b>

**WEST VALLEY CITY ARENA - FUND 25**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>ARENA REVENUES</b>	<b><u>2,759,520</u></b>	<b><u>2,881,893</u></b>	<b><u>3,703,199</u></b>	<b><u>3,490,698</u></b>	<b><u>3,598,232</u></b>	<b><u>3.1%</u></b>

**WEST VALLEY CITY ARENA - FUND 25**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>ARENA:</b>						
Operations	3,649,657	3,419,397	4,102,932	4,005,879	4,248,232	6.0%
Transfers Out	2,896,239	2,889,605	2,839,596	2,983,915	2,848,422	-4.5%
Transfers In	(2,885,777)	(2,885,308)	(3,305,721)	(3,499,096)	(3,498,422)	0.0%
<b>Total Arena</b>	<b><u>3,660,119</u></b>	<b><u>3,423,694</u></b>	<b><u>3,636,807</u></b>	<b><u>3,490,698</u></b>	<b><u>3,598,232</u></b>	<b><u>3.1%</u></b>

**SANITATION - FUND 27**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>SANITATION:</b>						
Garbage Fees	4,371,600	4,547,453	4,942,580	5,100,000	5,100,000	0.0%
Interest	6,801	23,505	33,283	0	0	0.0%
Funding Other Source	0	0	0	0	83,588	100.0%
<b>Total</b>	<b>4,378,401</b>	<b>4,570,958</b>	<b>4,975,863</b>	<b>5,100,000</b>	<b>5,183,588</b>	<b>1.6%</b>

**SANITATION - FUND 27**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>SANITATION:</b>						
Permanent Employees	119,427	128,766	143,304	78,882	114,242	44.8%
O.T. Employees	1,847	853	362	2,000	1,000	-50.0%
Temporary Employees	0	6,555	0	6,000	6,000	0.0%
Employee Benefits	50,290	54,488	61,041	37,954	59,282	56.2%
Books/Subscriptions	200	0	205	250	250	0.0%
Advertising	0	109	0	1,000	0	-100.0%
Travel & Training	0	1,453	1,593	2,000	2,500	25.0%
Office Supplies	2,841	5,227	7,853	6,000	9,000	50.0%
Gasoline & Diesel	8,537	9,185	7,900	9,000	7,000	-22.2%
Auto Parts	0	0	8,929	3,000	3,000	0.0%
Prof. Services Internal	603,977	625,081	610,273	732,487	742,131	1.3%
Prof. Services External	2,458,649	2,517,561	2,436,837	2,728,346	2,759,783	1.2%
Landfill Fees	1,054,783	1,168,362	1,298,753	1,275,000	1,316,250	3.2%
Special Supplies	98,605	159,463	106,201	150,000	150,000	0.0%
Capital Equipment	0	0	77,801	0	0	0.0%
Capital Building	0	0	100,050	15,000	0	-100.0%
Capital Allocation	0	0	0	39,931	0	-100.0%
Transfer Out-General Fund	6,500	6,500	0	0	0	0.0%
Transfer In	0	0	(6,329)	0	0	0.0%
Debt Service	155,325	168,282	169,276	0	0	0.0%
Clean & Beautiful Expenses	8,119	8,140	12,710	13,150	13,150	0.0%
<b>Total</b>	<b>4,569,100</b>	<b>4,860,025</b>	<b>5,036,759</b>	<b>5,100,000</b>	<b>5,183,588</b>	<b>1.6%</b>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Road Impact Fees	470,410	906,115	501,947	270,000	350,000	29.6%
Funding Other Sources	0	0	0	1,387,000	0	-100.0%
<b>Total</b>	<b>470,410</b>	<b>906,115</b>	<b>501,947</b>	<b>1,657,000</b>	<b>350,000</b>	<b>-78.9%</b>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Professional Services	60,000	45,000	45,000	60,000	60,000	0.0%
Road Projects	258,884	4,854	239,737	1,500,000	200,000	-86.7%
Impact Fee Reimbursements	97,000	97,000	97,000	97,000	90,000	-7.2%
<b>Total Expenditures</b>	<b>415,884</b>	<b>146,854</b>	<b>381,737</b>	<b>1,657,000</b>	<b>350,000</b>	<b>-78.9%</b>

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Park Impact Fees	431,587	1,076,525	556,527	300,000	300,000	0.0%
<b>Total Revenue</b>	<b>431,587</b>	<b>1,076,525</b>	<b>556,527</b>	<b>300,000</b>	<b>300,000</b>	<b>0.0%</b>

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Park Impact Expenses	504,959	517,192	1,043,870	300,000	300,000	0.0%
<b>Total Expenditures</b>	<b>504,959</b>	<b>517,192</b>	<b>1,043,870</b>	<b>300,000</b>	<b>300,000</b>	<b>0.0%</b>

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Fire Impact Fees	49,861	107,678	54,405	40,000	40,000	0.0%
<b>Total Revenue</b>	<b>49,861</b>	<b>107,678</b>	<b>54,405</b>	<b>40,000</b>	<b>40,000</b>	<b>0.0%</b>

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Fire Station 74 Debt Transfer (GF)	28,000	40,000	40,000	40,000	40,000	0.0%
<b>Total Expenditures</b>	<b>28,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>0.0%</b>

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Police Impact Fees	32,962	77,949	47,196	30,000	30,000	0.0%
<b>Total Revenue</b>	<b>32,962</b>	<b>77,949</b>	<b>47,196</b>	<b>30,000</b>	<b>30,000</b>	<b>0.0%</b>

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Police Subs. Debt Transfer to FFC	20,000	25,000	30,000	30,000	30,000	0.0%
<b>Total Expenditures</b>	<b>20,000</b>	<b>25,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>0.0%</b>

**WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>FLOOD IMPACT FEES:</b>						
Redwood District	2,908	0	0	0	0	0.0%
Decker District	5,063	9,470	2,227	0	0	0.0%
Jordan District	710	971	0	0	0	0.0%
Brighton District	0	0	229	0	0	0.0%
Riter District	70,030	79,590	92,325	70,000	30,000	-57.1%
Oquirrh Shadows	0	8,778	0	0	0	0.0%
Lake Park	2,520	10,794	0	0	0	0.0%
Canal District	0	486	1,624	0	0	0.0%
West Ridge Distict	9,370	0	4,707	0	0	0.0%
Funding Other Sources	0	0	0	144,000	0	-100.0%
<b>Total Revenue</b>	<b>90,601</b>	<b>110,088</b>	<b>101,112</b>	<b>214,000</b>	<b>30,000</b>	<b>-86.0%</b>

**WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Special Projects	2,864	0	0	0	0	0.0%
Redwood	3,891	4,121	0	0	0	0.0%
Decker	0	14,490	0	0	0	0.0%
Jordan District	0	0	971	0	0	0.0%
Riter District	0	125,000	120,827	214,000	30,000	-86.0%
West Ridge District	0	42,277	0	0	0	0.0%
Transfer In	0	(117,628)	0	0	0	0.0%
<b>Total Expenditure</b>	<b>6,755</b>	<b>68,260</b>	<b>121,798</b>	<b>214,000</b>	<b>30,000</b>	<b>-86.0%</b>

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36**

**REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>STORM WATER UTILITY:</b>						
Storm Water Utility Fees	3,710,099	4,004,798	4,052,509	3,750,000	3,800,000	1.3%
Interest Income	86,661	187,602	190,553	0	0	0.0%
Land Sales	0	0	100	0	0	0.0%
Gain on Sale of Assets	0	287,498	404,023	0	0	0.0%
Miscellaneous Revenue	4	0	0	0	0	0.0%
Revnue Other Sources (Fund Bal.)	0	0	0	1,512,403	2,050,000	35.5%
<b>Total Revenue</b>	<b>3,796,764</b>	<b>4,479,898</b>	<b>4,647,185</b>	<b>5,262,403</b>	<b>5,850,000</b>	<b>11.2%</b>

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36**

**EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>OPERATIONS:</b>						
Books/Dues	157	161	161	170	0	-100.0%
Travel & Training	1,985	1,612	1,738	5,000	5,000	0.0%
Office Supplies	1,649	1,374	3,658	2,400	2,400	0.0%
Equip Maintenance	36,298	54,483	50,948	50,000	100,000	100.0%
Fuel	60,848	62,459	61,020	60,000	50,000	-16.7%
Auto Maintenance	65,000	65,000	65,000	65,000	55,000	-15.4%
Vehicle Parts	51,754	73,228	109,713	75,000	75,000	0.0%
Utilities	17,425	18,258	24,897	20,000	30,000	50.0%
Prof./Tech (internal)	541,164	541,164	541,164	554,604	554,604	0.0%
Prof./Tech. (external)	80,476	60,455	60,060	158,320	54,000	-65.9%
Gen. Health	138	0	0	0	0	0.0%
Special Supplies	65,855	75,169	103,340	70,000	70,000	0.0%
Insurance	9,544	8,691	2,869	10,000	10,000	0.0%
Capital Building	0	0	0	30,000	0	-100.0%
Capital Equipment	150,938	2,125	(10,957)	165,000	293,750	78.0%
Depreciation	0	1,271,117	1,317,794	1,470,000	1,470,000	0.0%
<b>Subtotal</b>	<b>1,083,231</b>	<b>2,235,295</b>	<b>2,331,405</b>	<b>2,735,494</b>	<b>2,769,754</b>	<b>1.3%</b>
<b>ENGINEERING:</b>						
Books/Dues	0	161	201	200	0	-100.0%
Travel & Training	205	704	3,828	2,000	4,000	100.0%
Office Supplies	4,415	13,820	4,243	3,000	3,000	0.0%
Equip. Maintenance	2,066	6,344	8,264	6,500	15,000	130.8%
Fuel	9,277	4,304	3,793	5,000	5,000	0.0%
Software	12,535	15,202	16,422	6,600	6,600	0.0%
Building/Grounds	0	6,335	0	0	0	0.0%
Prof/Tech (internal)	508,000	508,000	508,000	508,000	508,000	0.0%
Prof./Tech. (external)	9,219	9,647	12,626	10,000	13,000	30.0%
Special Supplies	4,085	5,314	4,190	3,000	3,000	0.0%
Special Projects	519,897	4,106,330	1,025,061	810,000	1,350,000	66.7%
Capitalized Spec Proj	0	(4,106,330)	(894,338)	0	0	0.0%
Debt Service	0	16,888	20,325	313,232	313,302	0.0%
<b>Subtotal</b>	<b>1,069,699</b>	<b>586,718</b>	<b>712,615</b>	<b>1,667,532</b>	<b>2,220,902</b>	<b>33.2%</b>
<b>ADMINISTRATION:</b>						
Permanent Employees	8,911	0	0	0	0	0.0%
Employee Benefits	5,765	0	0	0	0	0.0%
Public Notices	19,154	14,673	12,592	12,000	12,000	0.0%
Travel & Training	2,179	1,442	1,051	1,500	2,000	33.3%
Office Supplies	3,906	2,931	9,276	6,000	6,000	0.0%
Fuel	0	0	0	0	0	0.0%
Prof/Tech (internal)	532,490	524,094	509,286	572,499	606,344	5.9%
Prof./Tech. (external)	143,277	196,518	245,773	252,378	233,000	-7.7%
Capital Building	0	0	0	15,000	0	-100.0%
Transfer Out	0	117,628	0	0	0	0.0%
<b>Subtotal</b>	<b>715,682</b>	<b>857,285</b>	<b>777,978</b>	<b>859,377</b>	<b>859,344</b>	<b>0.0%</b>
<b>Total Expenditure</b>	<b>2,868,612</b>	<b>3,679,298</b>	<b>3,821,998</b>	<b>5,262,403</b>	<b>5,850,000</b>	<b>11.2%</b>



**THE DIVISION OF ARTS AND CULTURE - FUND 37**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>Cultural Center:</b>						
Miscellaneous	0	25	126	0	0	0.0%
Cultural Center Revenue	158,450	167,266	143,027	150,000	150,000	0.0%
Amphitheater	2,439	0	0	0	0	0.0%
Concessions Revenue	14,167	8,349	0	0	0	0.0%
Donations/Endow/Grants	326,332	155,068	3,000	250,000	250,000	0.0%
Membership/Season Tickets	16,079	7,831	0	0	0	0.0%
<b>Total Revenue</b>	<b>517,467</b>	<b>338,540</b>	<b>146,153</b>	<b>400,000</b>	<b>400,000</b>	<b>0.0%</b>

**THE DIVISION OF ARTS AND CULTURE - FUND 37**

**EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>Operations:</b>						
Permanent Employees	414,518	581,287	634,430	635,507	587,163	-7.6%
Overtime	569	0	3,688	5,000	5,000	0.0%
Temporary Employees	31,121	30,543	27,206	30,163	31,326	3.9%
Employee Benefits	129,658	178,096	200,788	204,760	215,048	5.0%
Books & Dues	560	74	0	3,000	2,500	-16.7%
Advertising	0	0	0	2,500	2,500	0.0%
Travel & Training	1,182	76	960	3,000	2,500	-16.7%
Office Supplies	12,112	10,197	9,629	25,454	12,654	-50.3%
Equip. Maintenance	14,532	11,804	15,500	15,000	15,000	0.0%
Gasoline	737	896	2,188	2,700	2,200	-18.5%
Auto Maintenance	0	0	0	2,300	1,800	-21.7%
Auto Parts	231	2,800	743	1,800	1,800	0.0%
Software	0	0	0	5,500	500	-90.9%
Building & Grounds	16,195	13,638	10,702	26,781	26,781	0.0%
Utilities	121,109	122,763	137,900	133,000	133,000	0.0%
Telephone	15,103	12,232	12,232	9,520	9,220	-3.2%
Contingency	70,624	42,088	28,999	50,000	50,000	0.0%
Professional Services	2,529	2,616	1,538	5,800	3,000	-48.3%
General Health	71	105	0	250	250	0.0%
Special Supplies	36,486	63,711	43,872	72,942	71,542	-1.9%
Signs	0	0	0	2,500	2,500	0.0%
Insurance	20,878	0	0	1,900	1,200	-36.8%
Sold Services	0	(63,179)	(94,391)	(697,000)	0	-100.0%
Special Projects	52,418	6,552	1,517	550,000	0	-100.0%
ZAP Activities	43,049	47,007	81,722	(3,000)	0	-100.0%
Grant/Donation Funded Activities	0	0	0	122,000	0	-100.0%
Cultural Arts Board (CAB)	37,524	25,021	32,076	44,398	44,398	0.0%
Sister City	2,438	0	149	0	0	0.0%
WorldStage Concerts	0	600	9,400	0	0	0.0%
Events	0	8,324	5,150	10,000	10,000	0.0%
Transfer In From GF	(538,855)	(800,507)	(1,024,438)	(909,425)	(875,532)	-3.7%
<b>Subtotal Operations</b>	<b>484,789</b>	<b>296,741</b>	<b>141,560</b>	<b>356,350</b>	<b>356,350</b>	<b>0.0%</b>
<b>Maintenance:</b>						
Equipment Maintenance	17,688	18,902	16,421	16,450	16,450	0.0%
Gasoline	984	466	1,200	1,200	1,200	0.0%
Building & Grounds	25,528	25,990	25,770	26,000	26,000	0.0%
<b>Subtotal Maintenance</b>	<b>44,200</b>	<b>45,358</b>	<b>43,391</b>	<b>43,650</b>	<b>43,650</b>	<b>0.0%</b>
<b>Total Expenditures</b>	<b>528,989</b>	<b>342,099</b>	<b>184,951</b>	<b>400,000</b>	<b>400,000</b>	<b>0.0%</b>

**ARTS FOUNDATION - FUND 38  
REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>Arts Foundation:</b>						
Grants	0	0	0	30,000	30,000	0.0%
Donations/Contributions	0	0	1,644	16,000	16,000	0.0%
Restricted Purpose Donations	0	0	13,282	0	0	0.0%
In-Kind Contributions	0	0	0	108,000	108,000	0.0%
Capital Projects Grants/Contributions	0	0	0	500,000	500,000	0.0%
Event Income	0	0	0	50,000	50,000	0.0%
Interest Income	0	0	0	1,000	1,000	0.0%
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>14,926</b>	<b>705,000</b>	<b>705,000</b>	<b>0.0%</b>

**ARTS FOUNDATION - FUND 38  
EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>Operations:</b>						
Memberships/Dues/Subscriptions	0	0	0	500	500	0.0%
Travel/Training	0	0	0	500	500	0.0%
Supplies	0	0	172	12,800	12,800	0.0%
Vehicle Gasoline	0	0	0	500	500	0.0%
Vehicle Maintenance	0	0	0	500	500	0.0%
Software	0	0	0	5,000	5,000	0.0%
Office Space Rent	0	0	0	8,000	8,000	0.0%
Telephone	0	0	0	300	300	0.0%
Professional/Technical	0	0	0	2,800	2,800	0.0%
Special Supplies	0	0	0	1,400	1,400	0.0%
Insurance	0	0	0	700	700	0.0%
Special Projects	0	0	0	550,000	550,000	0.0%
UCCC Events	0	0	4,054	122,000	122,000	0.0%
Transfer Out	0	0	13,188	0	0	0.0%
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>17,414</b>	<b>705,000</b>	<b>705,000</b>	<b>0.0%</b>

**CAPITAL IMPROVEMENTS FUND - FUND 45**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>REVENUES:</b>						
Miscellaneous	75,677	80,190	79,402	0	0	0.0%
Fed/State Capital Projects	3,543,000	4,435,561	0	0	0	0.0%
Rolling Stock Interest	1,738	140	0	0	0	0.0%
Interest - Restricted Projects	0	13,893	0	0	0	0.0%
Gain on Sale of Asset	104,013	115,785	322,102	0	0	0.0%
<b>Total Revenues</b>	<b>3,724,428</b>	<b>4,645,569</b>	<b>401,504</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Other Sources</b>	<b>0</b>	<b>1,430,639</b>	<b>0</b>	<b>1,003,000</b>	<b>0</b>	<b>-100.0%</b>
<b>Total Revenue and Other Sources</b>	<b>3,724,428</b>	<b>6,076,208</b>	<b>401,504</b>	<b>1,003,000</b>	<b>0</b>	<b>-100.0%</b>

**CAPITAL IMPROVEMENTS FUND - FUND 45**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>EXPENDITURES:</b>						
Rolling Stock Lease Payments	422,995	413,906	481,688	392,275	326,822	-16.7%
Sold Services	(99,550)	(26,706)	(4,122,907)	0	0	0.0%
Special Projects	216,646	77,462	15,845	320,000	0	-100.0%
Facilities Projects	162,689	41,304	393,170	343,000	0	-100.0%
Chinese Gate	98,982	0	0	0	0	0.0%
Maverik Center Parking Lot	0	327,942	0	0	0	0.0%
City Hall Roof Repairs	28,241	29,566	0	0	0	0.0%
Remodel Fire Station #73	8,634	280,319	0	0	0	0.0%
City Hall Lobby 2nd Floor	0	22,501	0	0	0	0.0%
City Center Plaza	6,930	25,150	0	0	0	0.0%
City Center Promenade	471,003	0	0	0	0	0.0%
Faribourne Station	859,503	525,287	73,230	0	0	0.0%
6400 W Extention	246,817	1,083,652	2,124,631	0	0	0.0%
6200 S Extention	0	4,501	178,621	0	0	0.0%
SR-201 Frontage Rd at Bangeter	334,714	1,068,702	63,435	0	0	0.0%
SR-201 Frontage Rd at 7200 W	4,447	913,021	0	0	0	0.0%
Jordan River Pedestrian Bridge	7,870	588,655	0	0	0	0.0%
2400 S 4800 W Extention	0	351,440	1,878,242	0	0	0.0%
5600 W Widening	0	0	202,460	0	0	0.0%
Historic Granary Relocation	0	11,900	0	0	0	0.0%
UCCC Basement Buildout	0	0	8,935	0	0	0.0%
HAWK Crosswalk	0	0	45,944	0	0	0.0%
Sidewalk Projects	0	0	962	0	0	0.0%
Shop Expansion	0	0	258,892	0	0	0.0%
Skate Park	0	0	4,155	0	0	0.0%
Admin Special Projects	0	118,875	0	75,000	0	-100.0%
Finance Special Projects	0	0	0	150,000	0	-100.0%
CED Special Projects	0	0	8,000	0	0	0.0%
Police Special Projects	0	0	9,475	35,000	0	-100.0%
Fire Spceial Porjects	0	0	367,443	80,000	0	-100.0%
Public Works Special Projects	0	0	0	0	0	0.0%
Parks Special Projects	0	189,940	23,117	0	0	0.0%
Rolling Stock	1,053,875	1,981,574	1,361,210	1,000,000	0	-100.0%
Transfers Out	607,414	26,500	0	0	0	0.0%
Transfers In	(1,635,273)	(1,542,400)	(1,094,814)	(1,392,275)	(326,822)	-76.5%
<b>Total Expenditures</b>	<b>2,795,937</b>	<b>6,513,091</b>	<b>2,281,734</b>	<b>1,003,000</b>	<b>0</b>	<b>-100.0%</b>

**THE RIDGE GOLF CLUB FUND - FUND 55**

**REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>OPERATING REVENUE:</b>						
Green Fees	14,371	726,482	696,708	460,000	460,000	0.0%
Member Programs	0	0	0	80,000	85,000	6.3%
Carts	4,440	313,818	300,659	285,000	295,000	3.5%
Driving Range	561	27,598	27,932	30,000	35,000	16.7%
Grill/Catering	3,750	323,201	298,975	340,000	340,000	0.0%
Pro Shop	1,970	87,065	102,472	115,000	120,000	4.3%
Pull Carts	0	369	536	500	500	0.0%
Rental Clubs	0	1,614	2,139	2,500	2,500	0.0%
Used Balls	0	0	0	2,000	2,000	0.0%
Facility Rental	0	0	0	40,000	40,000	0.0%
Group Tournament	0	0	0	225,000	245,000	8.9%
Gratuities	0	0	0	45,000	45,000	0.0%
Miscellaneous	1,000	0	0	5,000	5,000	0.0%
Research & Demonstration	0	3,300	800	0	0	0.0%
Interest Income	33,832	8,957	0	0	0	0.0%
Gain on Sale of Assets	1,581	1,604	0	0	0	0.0%
Funding Other Sources	0	0	0	398,630	398,930	0.1%
<b>Total Revenue</b>	<b>61,505</b>	<b>1,494,008</b>	<b>1,430,221</b>	<b>2,028,630</b>	<b>2,073,930</b>	<b>2.2%</b>

**THE RIDGE GOLF CLUB FUND - FUND 55**

**EXPENSE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>OPERATING EXPENSES</b>						
<b>OPERATIONS:</b>						
Personnel	205,730	314,235	336,898	301,455	317,226	5.2%
Operations	67,488	71,605	73,406	76,850	73,000	-5.0%
Professional Services	894	36,445	48,622	29,405	29,405	0.0%
Utilities	14,104	31,516	26,537	36,000	36,000	0.0%
<b>Operations Subtotal</b>	<b>288,216</b>	<b>453,801</b>	<b>485,463</b>	<b>443,710</b>	<b>455,631</b>	<b>2.7%</b>
<b>MAINTENANCE:</b>						
Personnel	304,969	309,925	338,959	347,637	366,947	5.6%
Operating Supplies	366,441	219,988	208,284	168,441	168,441	0.0%
Utilities	112,134	116,378	101,902	178,885	178,885	0.0%
<b>Maintenance Subtotal</b>	<b>783,544</b>	<b>646,291</b>	<b>649,145</b>	<b>694,963</b>	<b>714,273</b>	<b>2.8%</b>
<b>GRILL/CATERING</b>						
Personnel	102,547	188,863	213,184	250,117	246,506	-1.4%
Operating Supplies	15,863	25,787	24,481	32,840	41,940	27.7%
<b>Snack Bar Subtotal</b>	<b>118,410</b>	<b>214,650</b>	<b>237,665</b>	<b>282,957</b>	<b>288,446</b>	<b>1.9%</b>
<b>COST OF SALES:</b>						
Cost of Goods Sold	1,187	57,779	72,589	75,000	70,000	-6.7%
Grill/Snack Bar	11,309	123,464	102,327	135,000	135,000	0.0%
Depreciation	138,358	435,427	418,040	397,000	410,580	3.4%
<b>Cost of Sales Subtotal</b>	<b>150,854</b>	<b>616,670</b>	<b>592,956</b>	<b>607,000</b>	<b>615,580</b>	<b>1.4%</b>
<b>Total Operating Expenses</b>	<b>1,341,024</b>	<b>1,931,412</b>	<b>1,965,229</b>	<b>2,028,630</b>	<b>2,073,930</b>	<b>2.2%</b>
<b>NON-OPERATING EXPENSES:</b>						
Transfer In (Gen.Fund)	0	(38,388)	(8,599)	0	0	0.0%
Transfer Out	1,705,170	1,647	0	0	0	0.0%
Debt-Retirement (Gen. Fund)	0	0	0	0	0	0.0%
<b>Total Non-Operating Expenses</b>	<b>1,705,170</b>	<b>(36,741)</b>	<b>(8,599)</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Total Expenses</b>	<b>3,046,194</b>	<b>1,894,671</b>	<b>1,956,630</b>	<b>2,028,630</b>	<b>2,073,930</b>	<b>2.2%</b>

**STONEBRIDGE GOLF COURSE FUND - FUND 57**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>OPERATING REVENUE:</b>						
Green Fees	838,939	763,886	794,294	489,000	495,000	1.2%
Member Programs	0	0	0	90,000	100,000	11.1%
Carts	296,972	289,803	332,927	228,500	238,500	4.4%
Driving Range	18,732	17,589	17,657	17,400	19,400	11.5%
Grill/Catering	577,697	515,371	545,434	440,000	455,000	3.4%
Pro Shop	197,035	190,050	223,539	168,000	175,000	4.2%
Pull Carts	699	661	650	500	500	0.0%
Rental Clubs	8,209	7,180	9,112	6,700	6,700	0.0%
Used Balls	0	0	0	5,000	7,000	40.0%
Facility Rental	0	0	0	40,000	55,000	37.5%
Group Tournament	0	0	0	285,000	295,000	3.5%
Gratuities	0	0	0	55,000	55,000	0.0%
Misc.	252	5,000	0	5,000	10,000	100.0%
<b>Total Op. Revenue</b>	<b>1,938,535</b>	<b>1,789,540</b>	<b>1,923,613</b>	<b>1,830,100</b>	<b>1,912,100</b>	<b>4.5%</b>
<b>NON-OPERATING REVENUE:</b>						
Int. Earnings (Res. Fund)	686	0	0	0	0	0.0%
Gain on Sale of Assets	7,533	18,095	66,757	0	43,600	100.0%
Funding Other Sources	0	0	0	0	226,740	100.0%
<b>Total Non-Operating Rev</b>	<b>8,219</b>	<b>18,095</b>	<b>66,757</b>	<b>0</b>	<b>270,340</b>	<b>100.0%</b>
<b>Total Revenue</b>	<b>1,946,754</b>	<b>1,807,635</b>	<b>1,990,370</b>	<b>1,830,100</b>	<b>2,182,440</b>	<b>19.3%</b>

**STONEBRIDGE GOLF COURSE FUND - FUND 57**

**EXPENSE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>OPERATING EXPENSES</b>						
<b>OPERATIONS:</b>						
Personnel	275,802	308,683	332,792	343,538	363,875	5.9%
Operations	65,873	74,971	140,226	102,060	182,360	78.7%
Professional Services	44,086	45,190	50,542	34,000	34,000	0.0%
Utilities	44,488	42,798	47,656	37,000	37,000	0.0%
<b>Operations Subtotal</b>	<b>430,249</b>	<b>471,642</b>	<b>571,216</b>	<b>516,598</b>	<b>617,235</b>	<b>19.5%</b>
<b>MAINTENANCE:</b>						
Personnel	344,321	354,635	376,903	382,463	409,534	7.1%
Operating Supplies	202,015	194,227	200,158	208,676	208,676	0.0%
Utilities	135,682	126,099	140,482	178,215	178,215	0.0%
<b>Maintenance Subtotal</b>	<b>682,018</b>	<b>674,961</b>	<b>717,543</b>	<b>769,354</b>	<b>796,425</b>	<b>3.5%</b>
<b>GRILL/CATERING:</b>						
Personnel	219,889	242,305	271,125	262,092	285,740	9.0%
Operating Supplies	42,219	37,235	40,105	39,400	44,400	12.7%
<b>Snack Bar Subtotal</b>	<b>262,108</b>	<b>279,540</b>	<b>311,230</b>	<b>301,492</b>	<b>330,140</b>	<b>9.5%</b>
<b>COST OF SALES:</b>						
Cost of Goods Sold	129,047	127,741	155,833	120,000	120,000	0.0%
Grill/Snack Bar	179,937	162,225	178,439	180,000	180,000	0.0%
Depreciation	130,246	133,830	226,737	227,000	226,740	-0.1%
<b>Cost of Sales Subtotal</b>	<b>439,230</b>	<b>423,796</b>	<b>561,009</b>	<b>527,000</b>	<b>526,740</b>	<b>0.0%</b>
<b>Total Oper Expenses</b>	<b>1,813,605</b>	<b>1,849,939</b>	<b>2,160,998</b>	<b>2,114,444</b>	<b>2,270,540</b>	<b>7.4%</b>
<b>NON-OPERATING EXPENSES:</b>						
Equipment Lease	0	0	352,218	107,078	107,078	0.0%
Fund Transfer (GF)	(1,598,801)	(1,395,439)	(358,249)	(1,540,955)	(1,346,080)	-12.6%
Debt-Retire Bond	411,537	380,382	0	1,149,533	1,150,902	0.1%
<b>Total Non-Operating Expenses</b>	<b>(1,187,264)</b>	<b>(1,015,057)</b>	<b>(6,031)</b>	<b>(284,344)</b>	<b>(88,100)</b>	<b>-69.0%</b>
<b>Total Expenses</b>	<b>626,341</b>	<b>834,882</b>	<b>2,154,967</b>	<b>1,830,100</b>	<b>2,182,440</b>	<b>19.3%</b>

**GRANTS - FUND 60  
REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
CDBG Projects	852,754	868,118	1,073,977	1,100,000	1,300,000	18.2%
HOME & Federal Grants	1,532,756	679,598	662,893	300,000	300,000	0.0%
PSN Grants	88,772	154,787	117,743	0	0	0.0%
State Grants	0	159,641	4,630,121	0	0	0.0%
Other Governmental Agencies	0	63,179	64,000	0	0	0.0%
<b>Subtotal</b>	<b><u>2,474,282</u></b>	<b><u>1,925,323</u></b>	<b><u>6,548,734</u></b>	<b><u>1,400,000</u></b>	<b><u>1,600,000</u></b>	<b><u>14.3%</u></b>

**GRANTS - FUND 60  
EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
Personnel	240,447	248,487	211,533	157,985	125,344	-20.7%
General Operations	(53,276)	(37,763)	7,212	14,640	14,640	0.0%
CDBG Projects	665,584	660,923	855,234	927,375	1,160,016	25.1%
HOME & Federal Grants	1,532,756	679,598	519,071	300,000	300,000	0.0%
PSN Grants	88,772	154,787	117,743	0	0	0.0%
State Grants	0	159,641	4,649,121	0	0	0.0%
Other Governmental Agencies	0	63,179	64,000	0	0	0.0%
Transfer Out	0	360	0	0	0	0.0%
Transfer In	0	(3,887)	(3,572)	0	0	0.0%
<b>Subtotal</b>	<b><u>2,474,283</u></b>	<b><u>1,925,325</u></b>	<b><u>6,420,342</u></b>	<b><u>1,400,000</u></b>	<b><u>1,600,000</u></b>	<b><u>14.3%</u></b>



**AMBULANCE FUND - FUND 66**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>OPERATING REVENUE:</b>						
Ambulance Fees	2,026,372	1,511,428	1,800,168	1,700,310	1,400,000	-17.7%
Collections Proceeds	0	166,220	175,355	200,000	200,000	0.0%
Funding Other Sources	0	0	0	0	113,361	100.0%
<b>Total Operating Revenue</b>	<b><u>2,026,372</u></b>	<b><u>1,677,648</u></b>	<b><u>1,975,523</u></b>	<b><u>1,900,310</u></b>	<b><u>1,713,361</u></b>	<b><u>-9.8%</u></b>

**AMBULANCE FUND - FUND 66**

**EXPENSE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>OPERATING EXPENSES</b>						
<b>OPERATIONS</b>						
Permanent Employees	927,987	871,293	822,530	894,703	762,280	-14.8%
Overtime	25,888	13,938	15,346	46,970	46,970	0.0%
Additional Pay	100	0	0	0	0	0.0%
Employee Benefits	397,730	384,160	356,187	399,301	348,914	-12.6%
Uniform Allowance	16,125	14,775	17,550	20,400	16,800	-17.6%
Travel/Training	0	0	0	5,825	5,825	0.0%
Office Supplies	0	0	0	2,390	2,390	0.0%
Equipment Maint.	379	0	0	2,987	2,987	0.0%
Gas/Diesel	29,520	32,040	25,321	30,588	30,588	0.0%
Auto Maintenance	32,340	22,144	30,296	52,974	52,974	0.0%
Auto Parts	42,458	26,645	28,254	43,000	43,000	0.0%
Billing Services	119,151	98,579	117,265	165,000	165,000	0.0%
General Health	0	0	0	7,650	7,650	0.0%
Insurance	0	0	4,332	0	0	0.0%
Public Safety Supplies	63,893	38,128	46,716	93,450	93,450	0.0%
Depreciation	186,915	193,735	200,498	106,248	108,316	1.9%
<b>Total Operating Expenses</b>	<b><u>1,842,486</u></b>	<b><u>1,695,437</u></b>	<b><u>1,664,295</u></b>	<b><u>1,871,486</u></b>	<b><u>1,687,144</u></b>	<b><u>-9.9%</u></b>
<b>NON-OPERATING EXPENSES:</b>						
Lease Agreement	1,490	738	2,246	28,824	26,217	-9.0%
Transfer Out	0	0	244,845	0	0	0.0%
Transfer In	(607,414)	(15,874)	0	0	0	0.0%
<b>Total Non-Operating Expenses</b>	<b><u>(605,924)</u></b>	<b><u>(15,136)</u></b>	<b><u>247,091</u></b>	<b><u>28,824</u></b>	<b><u>26,217</u></b>	<b><u>-9.0%</u></b>
<b>Total Expenses</b>	<b><u>1,236,562</u></b>	<b><u>1,680,301</u></b>	<b><u>1,911,386</u></b>	<b><u>1,900,310</u></b>	<b><u>1,713,361</u></b>	<b><u>-9.8%</u></b>